

LIBER

531

0-2

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5000

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HENNINGSEN, MARK G.
Address 7947 EAST SHORE ROAD, PASADENA, MD 21122

2. SECURED PARTY

Name Maryland National Bank
Retail Finance Division
Address 7178 Columbia Gateway Drive
Columbia, Maryland 21045

RECORD FEE 11.00

RECORD TAX 35.00

POSTAGE .50

#331740-0777 R01 710:08

Person And Address To Whom Statement Is To Be Returned If Different From Above.

08/10/88

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 PRO LINE 21' 6" HULL #: PLC04595M84I
BOAT STORAGE: (S) 7947 EAST SHORE ROAD PASADENA, MD 21122
(W)

Name and address of Assignee

TRAILER:

1984 SHORE LANDER 23'
SERIAL #: AC130353MD
1984 JOHNSON 90 HP SER#: J90TLCT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mark G. Henningsen
(Signature of Debtor)
Sign Here MARK G. HENNINGSEN

Type or Print Above Name on Above Line

11.00
35.00
50
46.50

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mark Anna Maria Pyper
(Signature of Secured Party)
Sign Here

Maryland National Bank

Type or Print Above Signature on Above Line

274126

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 7000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 6/10/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SZCZAWINSKI, MARK G.
Address 1190 ANNIS SQUAM HARBOUR, PASADENA, MD 21122

2. SECURED PARTY

Name Maryland National Bank
Retail Finance Division
Address 7178 Columbia Gateway Drive

Columbia, Maryland 21045
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/30/1992

4. This financing statement covers the following types (or items) of property: (list)

1974 WELLCRAFT 18'5" HULL #: 5318340
BOAT STORAGE: (S) Elizabeth Landing mooring
(W) Elizabeth Landing storage
TRAILER:
1975 COX
SERIAL #: 4925089
SUZUKI 150 HP SER#: 601687

Name and address of Assessor	RECORD FEE	11.00
	RECORD TAX	49.00
	POSTAGE	.50
	#331750 0777 R01 T10:09	
	08/10/88	

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11.00
49.00
.50
60.50

Mark G. Szczawinski
(Signature of Debtor)

MARK G. SZCZAWINSKI

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Carol Neal
(Signature of Secured Party)

(Signature of Secured Party)

Carol Neal Maryland National Bank

Type or Print Above Signature on Above Line

300*

531 PAGE 03

STATE OF MARYLAND

274127

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5,000

If this statement is to be recorded in land records check here.

This financing statement Dated 6/10/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BAMBER, MARGARET M.
Address 1725 - 17th ST. N.W. #115, WASHINGTON, DC 20009

2. SECURED PARTY

Name Maryland National Bank
Retail Finance Division
Address 7178 Columbia Gateway Drive

Columbia, Maryland 21045
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/30/1992

4. This financing statement covers the following types (or items) of property: (list)

1978 BUCCANEER 21' HULL #: BLBM32B112778P
BOAT STORAGE: (S) HERRINGTON HARBOR RT 261, FRIENDSHIP, MD
(W) SAME AS SUMER

Name and address of Assignee	
RECORD FEE	1.00
RECORD FEE	10.00
RECORD TAX	35.00
POSTAGE	.50
#331760 0777 R01 T10#10	

YAMAHA 9.9 HP SER#: 682CL-554548

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11.00
35.00
1.50
46.50

8/10/88

Margaret M. Bamber
(Signature of Debtor)

Sign Here MARGARET M. BAMBER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michelle S. Hanfee
(Signature of Secured Party)

Maryland National Bank
Type or Print Above Signature on Above Line

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4400

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DADDS, II, RUSSELL JOHN
Address 7862 SHELLYE ROAD, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name Maryland National Bank
Retail Finance Division
Address 7178 Columbia Gateway Drive
Columbia, Maryland 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1987 POLAR CRAFT 19' HULL #: PLR81884C787
BOAT STORAGE: (S) 7862 SHELLYE ROAD GLEN BURNIE, MD 21061
(W) SAME AS SUMMER

Name and address of assignee

TRAILER:

1987 SHORELINE
SERIAL #: 1YR118343HY003995
JOHNSON 50 HP SER#: J6092847

RECORD FEE 11.00
RECORD TAX 31.50
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

11.00
31.50
1.00
43.50

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

08/10/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Russell John Dadds II
(Signature of Debtor)

Sign Here RUSSELL JOHN DADDS, II
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Harold A. Curtis
(Signature of Secured Party)

Sign Here Maryland National Bank
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 12648

If this statement is to be recorded in land records check here.

This financing statement Dated 5/20/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jon E. Manke/Harry Rovin
Address 1125 Lake Heron Dr. # 3B Annapolis, MD 21403

2. SECURED PARTY

Name Maryland National Bank
Address P.O. Box 17068
Baltimore, MD 21203 ATTN: Marine Financing
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/30/1995 RECORD FEE 12.00
4. This financing statement covers the following types (or items) of property: (list) RECORD TAX 91.00

1. 1988 Mercury 80 ELPTO # OB182022

Name and address of Assessor POSTAGE .50
#331780 0777 R01 710/11
08/10/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Handwritten calculations: 12.00, 91.00, 103.50

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Jon E. Manke

Type or Print Above Name on Above Line

Handwritten circled X

Signature of Debtor: Harry Rovin

Type or Print Above Signature on Above Line

Signature of Secured Party: Jerry Pulhorne

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 10500.00

If this statement is to be recorded in land records check here.

This financing statement Dated 5/24/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name OHARA, JAMES F.
Address 7863 JUNE DRIVE, PASADENA, MD 21122

2. SECURED PARTY

Name Maryland National Bank
Retail Finance Division
Address 7178 Columbia Gateway Drive

Columbia, Maryland 21045
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/30/1995

4. This financing statement covers the following types (or items) of property: (list)

1988 Boston Whaler 17' Hull # BWCL 7361B888
Boat Storage: S: 7863 June Drive
Pasadena, MD 21122
W: Same as summer

Engine 1988 Yamaha 90HP Serial # 2TLG465679
Trailer 1988 Cox 17' Serial # 1CEZF1286J1059491CF1550UG

Name and address of Assessor	
RECORD FEE	11.00
RECORD TAX	73.50
POSTAGE	.50
#331790 1777 R01 T10:11	
05/10/88	

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

11.00
73.50
45.00
Signature of Debtor
James F. Ohara
Type or Print Above Name on Above Line

Signature of Secured Party
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Type or Print Above Signature on Above Line

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6800

If this statement is to be recorded in land records check here.

This financing statement Dated 6/10/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McLAUCHLAN, KENNETH R. and McLAUCHLAN, LYNN A.
Address 474 FAWNS WALK, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name Maryland National Bank
Retail Finance Division
Address 7178 Columbia Gateway Drive
Columbia, Maryland 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/30/1993

4. This financing statement covers the following types (or items) of property: (list)

1977 CATALINA 25'1" HULL #: 284
BOAT STORAGE: (S) PIER MARINA ANNE ARJEL, MD
(W) SAME AS SUMER

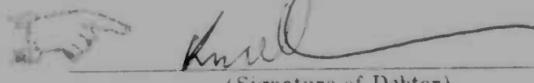
Name and address of Assignee		
	RECORD FEE	12.00
	RECORD TAX	49.00
	POSTAGE	.50
	#331800 0777 R01 T10+12	
	08/10/88	

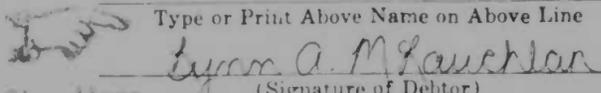
MERCURY 9.9 HP SER#: 4393380

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

12.00
49.00
1.50
61.50


Sign Here (Signature of Debtor)
KENNETH R. McLAUCHLAN


Sign Here (Signature of Debtor)
LYNN A. McLAUCHLAN
Type or Print Above Signature on Above Line


(Signature of Secured Party)
Maryland National Bank
Type or Print Above Signature on Above Line

THIS FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

1. Debtor(s) (Last Name First and Address(es))
DALE R. VIA
48 BOONES DRIVE
LOTHIAN, MD. 20711
BRENDA K. HUMPHRIES

2. Secured Party(ies) Name(s) and Address(es)
JOYE REAL ESTATE
6500 OLD BRANCH AVE.
TEMPLE HILLS, MD. 20748

3. The Debtor is a transmitting utility

4. For Filing Officer Use: Time, No. Filing Office
RECORD FEE 1.20
RECORD FEE 10.00
POSTAGE .50

5. This Financing Statement covers the following type(s) for item(s) of property
1978 E160397
70 X 14 ~~PC~~ + ~~PST~~ SCHULT Rooms

6. Assignee(s) of Secured Party and Address(es)
Crescent Financial, Inc.
1623 Forest Drive Suite 201
Annapolis, MD 21401

To include all ~~furniture~~, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail security agreement.

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or materials of the like (including oil and gas) is in *
*(Describe Real Estate in Item 8)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)					

15.00

DALE R. VIA *Dale Via*
B. BRENDA K. HUMPHRIES *Brenda Humphries*

Crescent Financial, Inc.
Linda Laggett
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) Filing Officer Copy Numerical

(3-83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Intericap Graphics Systems Inc.
Address 116 Defense Highway, 4th Floor, Annapolis, Maryland 21401
(Anne Arundel County)

2. SECURED PARTY

Name Contel Credit Corporation
Address 64A Perimeter Center East, Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 VS464-EA VS2000 19"C,6MB, RD54, VMS 12
- 1 LK201-LA KYBD-US/AUSTRALIAN
- 1 VSXXX-AA CORPORATE MOUSE
- 1 BA40A-AA EXPANSION ADAPTER
- 1 TK50Z-FA TK50, CTRL, EXP BOX, 120V
- 1 Q8001-H5 VMS 2-USER UPD TK50
- 1 Q8A96-H5 VWS UPD TK50
- 1 Q8D04-H5 DECNET-VAX E/N UPD TK50
- 1 RD54A-AA RD54 WITH CABLES FOR BA23
- 1 BC16M-30 RG58 THINWIRE CABLE PVC
- 1 Q4100-UZ VAX FORTRAN VS LIC/W

Name and address of Assignee	
RECORD FEE	11.00
POSTAGE	.50
#331860 0777 R01 T10:17	
08/10/88	
#0120432-00600	

- 1 Q4100-H5 VAX FORTRAN UPD TK50
- 1 MacIntosh SE 20 Meg
- 1 Apple Keyboard
- 1 Laser Writer II NT
- 1 Din 8 Cable

"CONDITIONAL SALES CONTRACT EXEMPT FROM RECORDATION TAX"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

INTERCAP GRAPHICS SYSTEMS INC.

X *Pamela Ayres*
(Signature of Debtor)

X **Pamela Ayres**
Vice-President Finance
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

May Ling Liu
(Signature of Secured Party)

MAY LING LIU
Type or Print Above Signature on Above Line

11

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
to land records check here.

This financing statement Dated August 5, 1988 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Brandie Construction Company
Address 205 Oregon Road, Stevensville, Maryland 21666

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address 41 Defense Highway
Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 New Dresser Model 100 G Serial # U000539
Diesel Crawler Loader with
ROPS and multipurpose bucket

RECORD FEE 11.00

POSTAGE .50

#331910 0717 R01 T1042

08/10/88

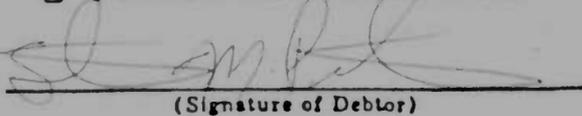
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)



(Signature of Debtor)

Steve M. Petrone
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

F. Gregory Baldwin, President
Type or Print Above Signature on Above Line

1150

The FINANCIAL STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

1. Debtor's Real Name (Part and Addressed): ELIZABETH JEAN GEORGE
73 WAYSONS MOBILE COURT
LOTHIAN, MARYLAND 20711

2. Secured Party's Name(s) and Address(es): ACCENT MOBILE HOMES
7401 MOORE ROAD
BRANDYWINE, MARYLAND 20613

3. The Debtor is a transferee entity.
4. For Filing Office Use Only: Filing Office

RECORD FEE 11.00
POSTAGE .50
#331980 0777 801 110:30
08/10/88

5. This Filing Office Statement covers the following types of items of property:
1989 AMBER MANOR 1A11-0271Y
62X 14 SKYLINE
To include all furniture, fixtures, appliances, and appurtenances therein and thereto, including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.
 Product(s) of the collateral are also covered.

6. Assignee(s) of Secured Party and Address(es): Crescent Financial, Inc.
Rooms 1623 Forest Drive Suite 201
Annapolis, MD 21401

7. Describe Real Estate Here: _____
 This statement is to be indexed in the Real Estate Record.

8. Name of Record Owner: _____

9. Name of Record Owner: _____

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lagged, or
 already subject to a security interest in another jurisdiction, or
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignor(s) and Consignee(s) or
 Lessor(s) and Lessor(s)

No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____

ELIZABETH JEAN GEORGE
By: *Elizabeth Jean George* Signature of Debtor(s)

Crescent Financial, Inc.
By: *Richard Naughton* Signature of Secured Party(ies)
(Required only if Item 10 is checked)

(1) Filing Office Copy - Numerical 1150
STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania
(3/83)

This FINANCING STATEMENT is presented to a filing office pursuant to the Uniform Commercial Code

1 Debtor(s) Name and Mailing Address:
(Do not abbreviate)
Star Valley Const. Co., Inc.
3951 Patuxent River Road
Harwood, Md. 20776

2 Secured Party(ies) Name and Address:
American Associated Roofing
Distributors, Inc.
P. O. Box 4056
Atlanta, Georgia 30302

3 (For Filing Officer Only)
File Number: RECORD FEE 11.00
Time
Date
County, Georgia
Office of Clerk, Superior Court

4 Assignee of Secured Party(ies), if any, Name and Address:

If an applicable box is checked below, this financing statement is to be indexed in the real estate records as described in Item 5a.

- The crops listed herein are growing or to be grown on the real estate described herein.
- The goods listed herein are or are to become fixtures on the real estate described herein.
- The minerals or the like listed herein (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on the real estate described herein.

6 This Financing Statement covers the following types of (items of) property: (NOTE: if collateral is crops, fixtures, minerals or the like, complete Item 5; proceeds derived from cash proceeds must be specifically described below.)

- 1 Ea. Gravely 8 HP. Manual 2 Speed Tractor
- 1 Ea. Gravely 4.00x8 Semi-Pneumatic Wheel
- 1 Ea. Nieman Tear Off Machine

The record owner or lessee of the real estate is #331990 CT77 NO1 T10131
08/10/88

5a. Describe real estate applicable to Item 5, if any.

Check if products of the collateral are also covered.

This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral (check where applicable, otherwise Debtor is required to sign and Secured Party is not required to sign)

- already subject to a security interest in another jurisdiction when it was brought into this State or when the debtor's location was changed to this State, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of debtor.

STAR VALLEY CONSTRUCTION CO. INC.

AMERICAN ASSOCIATED ROOFING DISTRIBUTORS INC.

By Charles W. Rolfe
Signature(s) of Debtor

(Use whichever signature line is applicable)

By W. M. James, Secre
Signature(s) of Secured Party(ies)

FILING OFFICER COPY

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es)</p> <p>Dakada, Inc. 8149 F. Ritchie Hwy Pasadena, MD 21122</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton</p> <hr/> <p>Return to Secured Party</p>
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3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of retail sporting goods (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever;

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in operations; all products of crops and livestock in every state or condition and all and products of the foregoing in any form whatsoever.

E Other

SEARCH FEE 11.00
 RECORD TAX 490.00
 POSTAGE .50

#332040 0777 R01 T10#34

08/10/88

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax (Md.)
Principal amount of debt initially incurred is \$ 70,000.00

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Dakada, Inc.

(Type Name)

By: Ross L. Brown

Ross L. Brown, A.V.P.

(Type Name)

By: Delbert L. Kaegel, Pres.

Delbert L. Kaegel, President

By: _____

July 8 19 88

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

11-
490
-50

RECORDATION TAX CALCULATION

TO: Anne Arundel County

Value of equipment,
other non-exempt
property-----

\$ 70,000.00

70 X \$ 7.00 = \$ 490.00

Total Value of
all Collateral-----

\$ 70,000.00

Amount not exempt from tax

\$ 70,000.00

Tax Paid

\$ 490.00

DAKADA, INC.

DATE: 3/5/85

BY: Delbert L. Kaegel

Delbert L. Kaegel, President
(Name and Title)

FINANCING STATEMENT FORM UCC 1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 07/26/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Milton G. Close, Sr.
Address 1207 Brietwert Avenue, Odenton, MD 21113 (Anne Arundel Co.)

2. SECURED PARTY

Name Vernon E. Stup Co.
Address P.O. Box 3598, Frederick, MD 21701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 New Case 855D Crawler/Loader
S/N - JAK0005524

Name and address of Assessor
RECORD FEE 11.00
POSTAGE .50
#332180 0777 R01 T10#49
08/10/88

Note: Retail Installment Contract - Not subject to recordation tax.

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Milton G. Close
(Signature of Debtor)

Milton G. Close, Sr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Assignee(s) of Secured Party and Address(es)
J. I. GASE CREDIT CORP.
8790 Widewaters Parkway
Syracuse, N.Y. 13214

Dwayne V. Stup
(Signature of Secured Party)

Dwayne V. Stup
Type or Print Above Signature on Above Line

FINANCING STATEMENT

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS OF:

- (a) the Maryland State Department
of Assessments and Taxation
(b) Carroll County, Maryland
(c) Anne Arundel County, Maryland

AND THE LAND RECORDS OF
CARROLL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing
Officer pursuant to the Maryland Uniform Commercial Code.

- | | |
|---|---|
| 1. NAME AND ADDRESS
OF DEBTOR | THE HAMMONDS ASSOCIATES
c/o Lowell R. Glazer
7779 New York Lane
Glen Burnie, Maryland 21061 |
| 2. NAME AND ADDRESS
OF SECURED PARTY | EASTERN SAVINGS BANK, fsb
Executive Plaza II
Suite 200
11350 McCormick Road
Hunt Valley, Maryland 21030
Attention: Mr. Richard M.
Kovens,
Senior Vice
President |

3. This Financing Statement covers the following
types (or items) of property:

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to, the real property located in Carroll County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, together with any and all alterations, additions, accessions and improvements thereto, substitutions therefor, and renewals and replacements thereof (collectively, the "Equipment Collateral"), and all Proceeds (hereinafter defined) thereof. The Real

3

Property is also described in a certain Deed of Trust dated July 11, 1988 (the "Closing Date") between the Debtor and Richard M. Kovens and Michael D. Surgen, Trustees (the "Deed of Trust"). The Debtor is or will be a record owner of the Real Property at the time the security interest described herein shall attach to the property described herein.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income, general intangibles and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto.

(e) All right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment Collateral or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all cash or securities deposited thereunder

to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(f) The interest of the Debtor in any escrow account created under and defined in the Loan Agreement (hereinafter defined).

(g) All right, title and interest the Debtor has or may hereafter acquire in or arising out of any contract of sale or option to purchase or similar agreement relating to all or any portion of the Real Property.

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and by the Debtor to the Secured Party under and pursuant to the Land Acquisition and Development Loan Agreement dated the Closing Date (the "Loan Agreement"), as security for the loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement.

Date: July 21, 1988

Debtor:
THE HAMMONDS ASSOCIATES
a Maryland general
partnership

Secured Party:
EASTERN SAVINGS BANK, fsb

By: LOWMAR CORPORATION
a Maryland corporation
General Partner

By: Richard M. Kovens
Richard M. Kovens,
Senior Vice President

By: Lowell R. Glazer
Lowell R. Glazer
President

[SIGNATURE CONTINUED ON NEXT PAGE]

300. 531 PAGE 19

Debtor: THE HAMMONDS ASSOCIATES

By: FAMILY MORTGAGE SERVICE CORPORATION NO. 5
a Maryland corporation
General Partner

By: *Richard M. Kovens*
Richard M. Kovens
Vice President

Filing Officer: Return to: Yaakov S. Neuberger, Esquire
Abramoff, Neuberger, Linder &
Redding
Suite 800
250 West Pratt Street
Baltimore, Maryland 21201

A2562

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

BOOK 531 PAGE 20

July 15, 1988

DESCRIPTION

Description of 159.7274 acre portion of land located on east and west sides of Hodges Road in the Fifth (5th) Election District of Carroll County, Maryland.

Beginning for the same at a steel pin found at the end of Fifteenth (15th) line of the first described parcel, or the North 30 degrees East 85 1/2 perches line of a conveyance by Ruth E. Johnson unto M. & P. Realty, Inc. by deed dated 9th May 1977 and recorded among the Land Records of Carroll County in Liber 662 Folio 640 and more particularly described in a conveyance by Oliver P. Buckingham unto Charles M. Flohr by deed dated 1st April 1901 and recorded among the Land Records of Carroll County in Liber 93 Folio 9, thence leaving the place of beginning and running with a part of the sixteenth (16th) line of the said Ruth E. Johnson unto M. & P. Realty, Inc. conveyance, as now surveyed, and based on the Maryland State Grid System;

1. South 69 degrees 18 minutes 06 seconds East crossing the approximate centerline of the paved surface of Hodges Road at the end of 1179.1 feet in all 1219.98 feet to the end of the fourth (4th) line of a conveyance by Martin Anderson and Phyllis Anderson, his wife, unto Ruth E. Johnson by deed dated 20th May 1976 and recorded among the Land Records of Carroll County in Liber 629 Folio 185, thence running and binding reversely on the said Anderson unto Johnson conveyance the following three (3) line:

2. South 20 degrees 41 minutes 54 seconds West 200.00 feet, thence;
3. South 69 degrees 18 minutes 06 seconds East 200.00 feet, thence;
4. North 20 degrees 41 minutes 54 seconds East 200.00 feet, to intersect the aforementioned sixteenth (16th) line of the said Johnson

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

July 15, 1988

Hodges Road

Page Two

BOOK 531 PAGE 21

unto M. & P. Realty, Inc., conveyance, thence running with the remainder of the said sixteenth (16th) line;

5. South 69 degrees 18 minutes 06 seconds East 1218.57 feet to a stone found, thence continuing with the outline of the said Johnson unto M.&P. Realty, Inc. conveyance;

6. South 32 degrees 59 minutes 59 seconds West 175.39 feet to a stone found at the westernmost corner of Lot Nos. 5 & 6 as shown on a plat entitled "Strawbridge Estates Section 3-B" that is recorded among the Land Records of said county in Plat Book 10 Page 10, then running with the westernmost outline of the said Section 3-B;

7. South 5 degrees 22 minutes 07 seconds West 435.12 feet, thence continuing in part with the westernmost outline of the said Section 3-B, and in part with the 75.00 foot line of Lot No. 19 as shown on a plat entitled "Strawbridge Estates Section 3-A" that is recorded among the Land Records of said county in Plat Book 9 page 25;

8. South 17 degrees 48 minutes 12 seconds West 462.45 feet, thence continuing in part with the 50.00 foot line of said Section 3-A, and in part with the outline of the said Johnson unto M.&P. Realty, Inc., conveyance;

9. North 75 degrees 35 minutes 43 seconds West 1592.87 feet in the paved surface of said Hodges Road, thence running with the said Hodges Road;

10. South 12 degrees 49 minutes 46 seconds West 1967.94 feet, thence leaving the said road and continuing with the outline of the said Johnson unto M. P. Realty, Inc., conveyance;

KIDDE CONSULTANTS, INC.
Subsidiary of Kidde, Inc.

BOOK 531 PAGE 22

July 15, 1988
Hodges Road
Page Three

11. North 69 degrees 40 minutes 50 seconds West 293.64 feet to an axle found at the north eastern most corner on an abandoned sanitary landfill as shown on a plat entitled "Sterling T. Collins Development" that is recorded among the Land Records of said county in Plat Book 8 page 96, thence running with the northern most outline of the said abandoned sanitary landfill the following three (3) courses:

12. North 63 degrees 58 minutes 39 seconds West 653.69 feet to an axle found on the north side of an abandoned road, thence;

13. North 80 degrees 14 minutes 13 seconds West 298.13 feet to an axle found on the north side of an abandoned road, thence;

14. North 74 degrees 04 minutes 58 seconds West 219.82 feet to an axle found on the northside of an abandoned road, thence in part with the northern most outline of the said sanitary landfill and in part with the outline of the said Johnson unto M. P. Realty, Inc., conveyance;

15. North 47 degrees 40 minutes 09 seconds West passing over an axle found at the northern most corner of the said abandoned sanitary landfill at the end of 175.44 feet in all 236.49 feet to a point approximately 16.5 feet north of an abandoned road, thence running for the three (3) following course north of an abandoned road;

16. North 38 degrees 36 minutes 19 seconds West, 231.00 feet, thence;

17. North 26 degrees 51 minutes 19 seconds West, 594.00 feet, thence;

18. North 8 degrees 51 minutes 19 seconds West, 247.50 feet, thence leaving the said abandoned road and continuing with the outline of the said Johnson unto M. P. Realty, Inc., conveyance;

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

July 15, 1988
Hodges Road
Page Four

BOOK 531 PAGE 23

19. North 72 degrees 01 minutes 06 seconds East 244.24 feet
cross and recross a stream unknown as Morgan Run, thence;
20. North 64 degrees 58 minutes 30 seconds East 99.00 feet, thence;
21. North 70 degrees 28 minutes 30 seconds East 264.00 feet, thence;
22. North 42 degrees 43 minutes 30 seconds East 264.00 feet, thence;
23. North 35 degrees 13 minutes 30 seconds East 1790.25 feet, to
place of beginning.

Containing 159.7274 acres of land more or less.

Being all that remaining portion of land that was conveyed by
Ruth E. Johnson unto M. P. Realty, Inc., by deed dated 9th May 1977
and recorded among the Land records of Carroll County in Liber 662 Folio
640.

FINANCING STATEMENT

Amount Secured by this Financing Statement: \$300,000.00
Amount Subject to Recordation Tax: \$8,046.08

TO BE RECORDED IN THE:

1. Financing Statement Records of the Maryland State Department of Assessments and Taxation.
2. Financing Statement Records of Anne Arundel County, Maryland.
3. Land Records of Anne Arundel County, Maryland. ~~(XXXXXXXXXX)~~

NAME AND ADDRESS OF DEBTOR:

FIORI & SONS, INC.
5519 Ritchie Highway
Baltimore, Maryland 21225

NAME AND ADDRESS OF SECURED PARTY: SELLER

JO-LEE USED CARS, INC.
5519 Ritchie Highway
Baltimore, Maryland 21225

RECORD FEE 11.00
POSTAGE .50

#330540 0777 R01 713421

09/10/99

1. This Financing Statement covers the following items of property:

(a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, inventory, fixtures, equipment, accounts receivable and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus, and all replacements, substitutions therefor or thereto.

(b) All items of property specified on Exhibit A attached hereto as a part hereof, (which Exhibit A shall be in addition to and shall not be interpreted or construed to limit the generality of subparagraph (a) above).

(c) All of the Debtor's right, title and interest including, without limitation, all of the Debtor's accounts, with

11.50

respect to any and all leases executed by the Debtor as lessor of any part or parcel of the premises described herein and the improvements thereon located, whether now in existence or hereafter created, and the proceeds thereof.

2. Proceeds of the collateral are also covered.

3. The above described goods and property are located at, are to become fixtures on, are affixed to, or relate to 5519 Ritchie Highway, Baltimore, Maryland, which said lots or parcels are more fully described in a certain Deed dated May 26, 1986, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber No. 4093, folio 258.

Debtor:

FIORI & SONS, INC.,
a body corporate of
the State of Maryland

BY: Raymond Thomas Fiori (SEAL)
RAYMOND THOMAS FIORI,
President

Secured Party:

JO-LEE USED CARS, INC.
a body corporate of the
State of Maryland

BY: Raymond Thomas Fiori (SEAL)
RAYMOND THOMAS FIORI,
President

DATED: August 3, 1988

RETURN TO:

Stoner, Preston & Boswell, Chartered
188 East Main Street, P.O. Box 389
Westminster, Maryland 21157-0389

Attention: Richard V. Boswell

FINANCING STATEMENT RECORDS-
ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

FINANCING STATEMENT

1. Debtor:	Address:
CROMWELL FOUNTAIN ASSOCIATES	c/o Old Bay Financial Services Corporation 114 East Lexington Street Baltimore, Maryland 21203 Attn: Thomas L. Carter, Jr.

2. Secured Party:	Address:
FIRST AMERICAN BANK OF MARYLAND	8401 Colesville Road Silver Spring, Maryland 20910 Attn: Real Estate Department

3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

RECORD FEE 13.00
TOTAL 13.00

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

055 R01 716106
08/10/88

13.00



(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

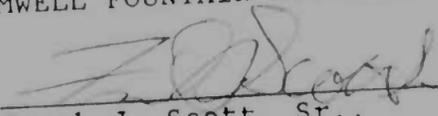
4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated August 3, 1988 given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

5. Proceeds of collateral are covered by this Financing Statement.

6. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

CROMWELL FOUNTAIN ASSOCIATES

By:  (SEAL)
Frank J. Scott, Sr.,
General Partner

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Natalie A. Klaum
Legal Assistant
Frank, Bernstein, Conaway & Goldman
300 E. Lombard Street
Baltimore, Maryland 21202

EXHIBIT A

Description of Property

All that lot of ground as shown on the Plat entitled "Cronwell Fountain - Section II", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 111, folio 8, at Plat No. 5733.



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

- | NAME | ADDRESS |
|--------------------------------------|---|
| 1. Debtor(s) | Street City State |
| <u>Discount Home Interiors, Inc.</u> | <u>Rock Creek Village Shopping Center</u>
<u>8531 Fort Smallwood Road, Stores L & M</u>
<u>Pasadena, Maryland</u> |
| <u>2. Secured Party</u> | <u>SOVRAN BANK/MARYLAND</u>
<u>6610 Rockledge Drive, Bethesda, MD 20817</u>
<u>Attn: Loan Administration</u> |

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

RECORD FEE 11.00
POSTAGE .50

#112990 0040 704 716416

Title Owner of Real Estate: _____

08/10/88

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party SOVRAN BANK/MARYLAND

By:

Type Name D. Gregory Cole

Title Vice President

Debtor(s) or Assignor(s)

Discount Home Interiors, Inc.

David P. Faucett, President

David F. Harris, Vice President

Type or Print Name and Title of Each Signature

11.00



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	ADDRESS
1. Debtor(s)	City State
<u>Discount Home Interiors, Inc.</u>	<u>337 Hospital Drive, Store R Glen Burnie, Maryland</u>

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

RECORD FEE 11.00
 POSTAGE .50
 #19000 0040 004 T10/16
 08/10/00

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND
 By: [Signature]
 Type Name D. Gregory Cole
 Title Vice President

Debtor(s) or Assignor(s)
Discount Home Interiors, Inc.
[Signature]
David P. Faucett, President
[Signature]
David F. Harris, Vice President
 Type or Print Name and Title of Each Signature

11.00
- .50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and addresses
Flea Patrol Company
910 D. Bestgate Rd
Annapolis, MD 21401

2 Secured Party(ies) and addresses
First Interstate Credit
Alliance, Inc.
100 Dutch Hill Rd Suite 124
Orangeburg, NY 10962

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

13.00
1.50

5 Assignee(s) of Secured Party and Address

RECORD FEE 13.00
POSTAGE .50
410020 0040 004 116123
09/10/88

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check if covered by proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

FLEA PATROL COMPANY
(SEE ATTACHED)

FIRST INTERSTATE CREDIT ALLIANCE, INC.
F/K/A CREDIT ALLIANCE CORPORATION
(SEE ATTACHED)

By: _____
Signature(s) of Debtor(s)

Title

By: _____

Signature(s) of Secured Party(ies)

Title

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

(1) Filing Office: Copy-Alphabetical



Leasing Service Corporation

A Subsidiary of
First Interstate Bancorp.

9400 S.W. Barnes Road
Suite 200

(the "LESSOR")

(503) 297-1408

Portland, Oregon 97225-6655

LOG NUMBER

LEASE NUMBER
00339-3

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

SUPPLIER OF EQUIPMENT (Complete Address)

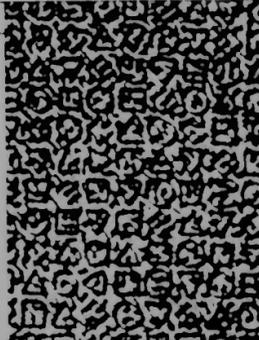
300 531 PAGE 32

NAME AND TITLE OF PERSON TO CONTACT:

CHARLES WHITNEY & ROGER KESSEL

EQUIPMENT LEASED

QUANTITY	DESCRIPTION, MODEL NO., CATALOG NO., OR OTHER IDENTIFICATION
1	REPLINE PLUS CONTROL UNIT
1	4 LINE CARD
1	DIG 10 BUTTON SETS



LOCATION OF EQUIPMENT (IF DIFFERENT THAN LESSEE'S ADDRESS ABOVE). STREET ADDRESS, CITY, COUNTY, STATE, ZIP

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
(PLUS SALES TAX IF APPLICABLE)		(PLUS SALES TAX IF APPLICABLE)		(EXCLUSIVE OF ANY SALES TAX)	PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If actual Cost differs from the estimated cost by more than ten percent thereof, Lessor shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: <i>Orangeburg</i>	LESSEE (FULL LEGAL NAME) FIRST INTERSTATE BANK	DATE EXECUTED BY LESSEE <i>July</i>
DATE: <i>7/19/98</i>	BY: <i>[Signature]</i> AUTHORIZED SIGNATURE	TITLE
LESSOR: Leasing Service Corporation	BY: <i>[Signature]</i> AUTHORIZED SIGNATURE	TITLE
BY: <i>Barbara Buggy Agent</i> VICE PRESIDENT	BY: <i>[Signature]</i> AUTHORIZED SIGNATURE	TITLE

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

[Signature] (L.S.) (Guarantor) *[Signature]* (L.S.) (Guarantor)

[Signature] (L.S.) (Guarantor) *[Signature]* (L.S.) (Guarantor)

LEASE COPY

for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sum more than thirty days prior to the rent commencement date, Lessee will pay Lessor an additional rent along with the first rent payment due after the rent commencement date an amount equal to 1-1/2% of such sum paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law. In such event said additional rent shall be the maximum permitted by law.

7. Lessee may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid amounts of rent hereunder as the several order of their respective maturities, but Lessor shall not be obligated to do so.

8. Upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease shall be renewed for one year at the Renewal Rent amount, unless Lessee gives Lessor written notice of renewal at least sixty days prior to the expiration of the original or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a primary installation receipt (Lessor's form for each and every item immediately upon Lessor's request. At Lessor's request, Lessor will furnish correct financial statements satisfactory to Lessor in form, preparation and content.

10. Lessor shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and transported to the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and maintain all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee, at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. Lessee shall bear the same risk of loss, theft, damage or destruction of equipment from any cause whatsoever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor shall: (a) replace same with like equipment in good repair; or (b) pay Lessor in cash all of the following: (i) all amounts then due and payable by Lessee to Lessor under this lease; (ii) an amount equal to twenty percent of the cost of said item; and (iii) the unpaid balance of the Total Rent for the initial term of this lease attributable to said item. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, expressed or implied. The parties hereto agree that the sum of the amounts numbered (i) and (ii) equals the fair value of said item on the date of such loss, theft, damage or destruction.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall pay to Lessor, with loss payable to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all monies, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and/or such expenses, whether Lessee's name on any such instrument made payable to Lessee be deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof. Its additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, vessels, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether now owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessee's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of the lease of any interest therein, or (b) sublet or lease equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1 1/2% of the per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessor (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 15% added for attorneys' fees, without delay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided when due, or if Lessee fails to perform any other provision hereof within five (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter made by Lessee, any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of unpaid Total Rent and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment; or (ii) sell the equipment (reporting net proceeds of such sale less 20% of the Actual Cost to the unpaid balance of Total Rent); or (iii) retain equipment and attempt re-lease of same (reporting 60% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the unpaid balance of Total Rent); Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above; (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR ARISING HEREUNDER.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. As part of the consideration for each of the parties hereto to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing hereinbelow, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or their well known address, by certified mail, within the three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other provision.

STATEMENT OF CONTINUATION AND MODIFICATION OF FINANCING STATEMENT
TO BE RECORDED AMONG THE
FINANCING RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing: May 22, 1985.

Record Reference: Liber 485 at Folio 384.

Maturity Date: June 1, 2006.

Debtor: Sentry Associates, II, a Virginia General Partnership
2131 Defense Highway
Crofton, Maryland 21114

Secured Party: Sovran Bank, N.A.
Post Office Box 27025
Richmond, Virginia 23261
ATTENTION: Real Estate Finance

RECORD FEE 11.00
POSTAGE .50
#192321 0040 RM 713100
10/11/00

CONTINUATION AND MODIFICATION

The original Financing Statement identified above is still effective. The principal amount is increased by \$200,000, to a total debt of \$1,600,000. The maturity date is hereby amended to July 1, 1993. The Debtor's address is 2131 Defense Highway, Crofton, Maryland 21114.

Debtor:

SENTRY ASSOCIATES, II,
a Virginia general
partnership

By: James C. [Signature]
Managing General Partner

Secured Party:

SOVRAN BANK, N.A.

By: [Signature]
Its vice president

Date: 7/13/85

1100
50

AFTER RECORDING PLEASE RETURN
DOCUMENTS TO:

DUNN TITLE COMPANY
2137 Defense Hwy.
Crofton, MD 21114

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name InterCap Graphics Systems, Inc.

Address 2525 Riva Road, Annapolis, Maryland 21401 (Anne Arundel County)

2. SECURED PARTY

Name Contel Credit Corporation

Address 64A Perimeter Center East, Atlanta, Ga 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Model 734 consisting of:
- 1 Scanner, Flat Bed, MDL 230M
- 1 Model 111 Interface Bd Assy, Tested
- 1 Cable Assy, 36PIN to 25PIN, MDL 210
- 1 User's Manual, Wips Ws
- 1 Dist Sw, Wips, Ws, Cartridge

Name and address of Assignee

Lease No. 01001-0120432-00400

Not Subject to Tax

CHECK THE LINES WHICH APPLY

- 5. (if collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#190170 0040 R04 T10412
02/11/88

11.00
-50

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

John C. Gebhardt
(Signature of Debtor)

CONTEL CREDIT CORPORATION

John C. Gebhardt, Executive VP
Type or Print Above Name on Above Line

(Signature of Debtor)

May Ling Liu
(Signature of Secured Party)

Type or Print Above Signature on Above Line

MAY LING LIU
Type or Print Above Signature on Above Line

APC 427 5/16 8/4/88

Not Subject to Recordation Tax - Conditional Sales Contract
 Recordation Tax of \$_____ on _____
Principal Amount of \$_____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Bud Harding Contractors, Inc.
(Name or Names)
P.O. Box 23 Lothian, Maryland 20711
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: John C. Louis Company, Incorporated
(Name or Names)
1805 Cherry Hill Road Baltimore, Maryland 21203
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: Signet Bank/Maryland
(Name or Names)
P.O. Box 22497 Baltimore, Maryland 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

See Schedule "A" attached hereto and made a part thereof.

RECORD FEE 11.00

#190250 0040 004 110423
08/11/88

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT
SELLER IS SECURED PARTY

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
BUD HARDING CONTRACTORS, INC.
By: [Signature] (Title)
Bud Harding, President
(Type or print name of person signing)

SECURED PARTY:
JOHN C. LOUIS COMPANY, INCORPORATED
By: [Signature]
George Chesley, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Signet Bank/Maryland
P.O. Box 22497 Baltimore, Maryland 21203

11.50

SCHEDULE "A"

Attached to and made a part of that certain Conditional Sales Contract and/or UCC-1 Financing Statement between Bud Harding Contractors, Inc. (Buyer), and John C. Louis Company, Incorporated (Seller).

- 1) One (1) New Bobcat Model 743, S/N 501940217, with one (1) 60" Construction Bucket (w/o teeth); One (1) 60" Construction Bucket (w/8 teeth).
- 2) One (1) New Beck Model 3EL19 Trailer, S/N 44BH62027JL004023.
- 3) One (1) New Liebherr Model 711M Crawler Dozer, S/N 0194-L.
- 4) One (1) Used Bobcat Model 909 Backhoe, S/N 4098, with 20" Bucket.
- 5) One (1) Used Allied Model 720 Hydraulic Hammer, S/N 1058.
- 6) One (1) Used Multi-Quip 180 CFM Air Compressor, S/N 361213.
- 7) One (1) Used Cement Bucket, S/N D837.

BUD HARDING CONTRACTORS, INC. (BUYER)

By: Bud Harding (PRES)
Bud Harding, Pres

JOHN C. LOUIS COMPANY, INCORPORATED (SELLER)

By: George Chagerty
George Chagerty, Treasurer

1150

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
AMOUNT OF \$

88-992
AA

300* 531 PAGE 38

FINANCING STATEMENT

274147

1. Debtor (s): { Chesapeake Academy
Name or Names—Print or Type
1185 Baltimore Annapolis Blvd., Arnold, MD 21012
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party: { HARBOR LEASING ASSOC. *TH*
Name or Names—Print or Type
701 Cathedral Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

- 1 - Ricoh FT5560FS/AD copier & cabinet s/n 2671101592
- 1 - Ricoh FT3320 copier s/n 2018250059

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.00
POSTAGE .50
#190310 0040 R04 T10436
01/11/90

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S) Chesapeake Academy

SECURED PARTY

Patricia H. Troy
(Signature of Debtor)

PATRICIA H. TROY, V.P.
Type or Print

(Signature of Debtor)

Type or Print

Harbor Leasing Associates *TH*
(Company, if applicable)

Mark M. Caplan
(Signature of Secured Party)

Mark M. Caplan, partner
Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber. 488

Page 523

Identification No. 258087

Dated 8/22/85

1. Debtor(s) **Quality Services**
Name or Names—Print or Type
75A Mayo Road, Edgewater, MD 21037
Address—Street No., City - County State Zip Code

2. Secured Party **HARBOR LEASING ASSOCIATES**
Name or Names—Print or Type
701 Cathedral Street, Baltimore MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 11.00
POSTAGE .30
H190320 0040 004 T10/36
8/21/85

Dated: 8/2/88

HARBOR LEASING ASSOCIATES
Name of Secured Party

[Signature]
Signature of Secured Party

MARK M. CAPLAN, PARTNER
Type or Print (Include Title if Company)

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

The Greater Severna Park Athletic Association, Inc.

P.O. Box 643
Severna Park, Md. 21146

Secured Party

Address

Farmers National Bank of Md.

5 Church Circle
Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1988 Kubota Tractor w/ Accessories

RECORD FEE 11.00
POSTAGE .50

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

#334470 0777 R01 T13:54
09/11/88

3. Proceeds } of the collateral are also specifically covered.
- Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

The Greater Severna Park Athletic Assoc Inc.

Duwan Q. Weibe
Duwan Q. Weibe, Tres.

Secured Party (or Assignee)

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY

Earl C. McNay
Earl C. McNay, AVP

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

11/2

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax
Principal amount of debt secured is:

\$250,500.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor: Address:
MARIE E. RITTER 510 Gun Road
Baltimore, Maryland 21227
2. Secured Party: Address:
SIGNET BANK N.A. 1130 Connecticut Avenue, N.W.
Washington, D.C. 20036
3. Trustee: Address:
LAWRENCE A. SINCLITICO 1130 Connecticut Avenue, N.W.
and JANICE A. FAUST Washington, D.C. 20036
4. This Financing Statement covers:

(a) all of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

1300
30

(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(d) All contracts for the sale of the premises hereinafter described; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

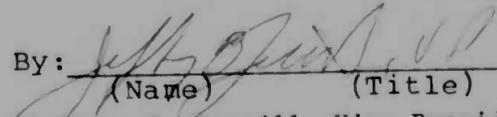
5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner, as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and as more particularly described in the Deed of Trust hereinabove referenced.
8. Maturity Date of the obligation, if any: provided in the Note.

Debtor:

Secured Party:

SIGNET BANK N.A.


MARIE E. RITTER

By: 
(Name) (Title)
Jeffrey B. Ferrill Vice President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: Signet Bank N.A., 1130 Connecticut Avenue, N.W., Washington, D.C. 20036.

"EXHIBIT A"

All of that certain land located in Anne Arundel County, Maryland, and being more particularly described as follows:

BEGINNING for the same at a stake planted at a point distant 2841 feet from the northeast corner boundary of the whole tract, as conveyed by Ridgely P. Melvin and wife to Louis Roth, and thence leaving the outlines of said tract and the line of the County Road, South 10 degrees West, 820 feet to the waters of the Little Patuxent River; thence following the meanderings of said River to a stone planted in the shore line thereof; thence North 10 degrees East, 920 feet to the County Road; thence following the outline of said County Road in a northeasterly direction, 383 feet to the beginning. Containing seven and one-third (7 1/3) acres of land, more or less.

SAVINGS AND EXCEPTING therefrom all the lot of ground contained in a Deed dated November 9, 1962, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2539 folio 406 from CHARLES J. MALINOFSKY unto BANKERS TRUST COMPANY, and BALTIMORE GAS AND ELECTRIC COMPANY, containing .07 of an acre of land, more or less.

ALSO SAVING AND EXCEPTING therefrom all that lot of ground contained in a Deed dated February 21, 1963, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 1636, folio 272 from CHARLES J. MALINOFSKY unto BANKERS TRUST COMPANY and BALTIMORE GAS AND ELECTRIC COMPANY, containing 0.2136 of an acre of land, more or less.

TOGETHER WITH all appurtenant rights contained in that certain Deed dated February 21, 1963, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1636, folio 272 and that certain Deed dated November 9, 1972, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2539, folio 406.

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

300 531 PAGE 44

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 270435 recorded in Liber 519, Folio 409 on October 30, 1987 (date)

1. DEBTOR(S):

Name(s): Mark P. McClesky
Address(es): 1825 George Avenue, Annapolis, MD 21401

2. SECURED PARTY:

Name: First Federal Savings & Loan Association of Annapolis
Address: 1832 George Avenue, Annapolis, MD 21401

RECORD FEE 10.00
Rec TX 12.50
POSTAGE .50
#192630 LOAD 804 10/30/87
00/11/00

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. () CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. () TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. () ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. () AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. () RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The principal amount of debt has increased from \$7,500.00 to \$10,000.00
Recordation Tax on increase has been paid (17.50)

9. DEBTOR:

Mark P. McClesky
Mark P. McClesky

SECURED PARTY:

First Federal Savings and Loan Association of Annapolis
By Cathy A. Partridge
Cathy A. Partridge, Manager
(Type Name and Title)

10
17.50 80

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 70,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to see Schedule A as to allocation to Counties

5. Debtor(s) Name(s) Address(es)
 Wavedancer, Inc. see attached Schedule A for addresses

RECORD FEE 11.00
 RECORD TAX 98.00
 POSTAGE .50
 \$19089 8040 FOR T19031
 01/31/90

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Rhonda Gwin Documentation Assistant Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors, Wavedancer, Inc.
 BY: Vincent Cerniglia, President (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

Rec Tax 11.00
 Fee 98.00
 Post 50

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, the Secured Party and Wavedancer, Inc., the Debtor.

Allocation of Recordation Tax being paid to Counties:

Baltimore County	40% of \$70,000.00 = \$28,000.00
Howard County	40% of \$70,000.00 = \$28,000.00
Anne Arundel County	20% of \$70,000.00 = \$14,000.00

Debtor's Addresses are as follows:

- (1) 56 Annapolis Mall
Annapolis, Maryland 21401
- (2) Towsontown Center
700 Fairmount Avenue
Towson, Maryland 21204
- (3) Owings Mills Town Center
10300 Mill Run Circle, Suite 2016
Owings Mills, Maryland 21117
- (4) Columbia Mall
Columbia, Maryland 21044
- (5) 9385 Gerwig Lane, Suite E
Columbia, Maryland 21046
- (6) 6669-A Springfield Mall
Springfield, Virginia 22150
- (7) Cranberry Mall, Route 140
Westminster, Maryland 21157

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

Circuit Court for Anne Arundel County

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 263418 recorded in Liber 502, Folio 53 on August 21, 1986 (date).

1. DEBTOR(S):
 Name(s): Wavedancer, Inc.
 Address(es): see attached Schedule A

2. SECURED PARTY:
 Name: Equitable Bank, National Association
 Address: 100 S. Charles Street
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. see attached Schedule A

RECORD FEE 10.00
 RECORD TAX 35.00
 POSTAGE .30
 #191390 CC 17 104 11433

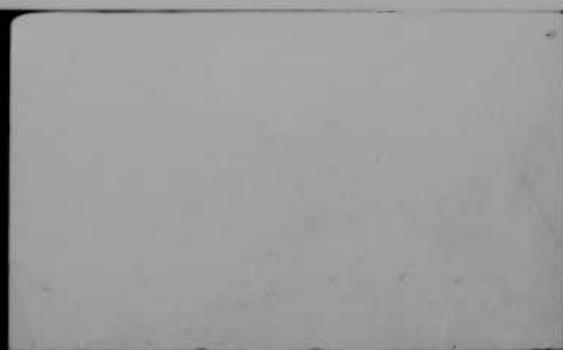
10/11/86

9. DEBTOR: Wavedancer, Inc.
 BY: Vincent Cemiglia, President

SECURED PARTY:
EQUITABLE BANK, National Association
 By Deborah Platt
Deborah Platt
 (Type Name and Title)

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

Form 24 (11/83)
 REC TAX \$ 35.00
 FILING 10.00



SCHEDULE A

This Schedule A is attached to and made a part of a Amendment to a Financing Statement by and between Equitable Bank, National Association, the Secured Party and Wavedancer, Inc. the Debtor.

Debtor's addresses are as follows:

- (1) 56 Annapolis Mall
Annapolis, Maryland 21401
- (2) Towsontown Center
700 Fairmount Avenue
Towson, Maryland 21204
- (3) Owings Mills Town Center
10300 Mill Run Circle, Suite 2016
Owings Mills, Maryland 21117
- (4) Columbia Mall
Columbia, Maryland 21044

Section 8 continued

The Debtor certifies that with the filing of this Amended Financing Statement or a duplicate of this Amended Financing Statement the Recordation Tax on the additional debt in the amount of \$25,000.00 has been paid as follows:

Baltimore County	40% = \$10,000.00
Howard County	40% = \$10,000.00
Anne Arundel County	20% = \$ 5,000.00

The Debtor's address is amended to add the following:

9385 Gerwig Lane, Suite E
Columbia, Maryland 21046

Cranberry Mall, Route 140
Westminster, Maryland 21157

6669-A Springfield Mall
Springfield, Virginia 22150

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 531 PAGE 49

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 260107 recorded in Liber 494, Folio 098 on January 23, 1986 (date).

1. DEBTOR(S):
 Name(s): Telecommunications Professionals, Inc.
 Address(es): 2 Evergreen Road, Suite 200
Severna Park, Maryland 21146

2. SECURED PARTY:
 Name: Equitable Bank, National Association
 Address: 100 S. Charles Street
Baltimore, Maryland
Attn: Loan Documentation, 050603

Person and Address to whom Statement is to be returned if different from above.
Equitable Bank, National Association
100 S. Charles Street
Baltimore, Maryland 21201
Attn: Loan Documentation, 050603

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The address of the Debtor is amended as follows:
The Professional Plaza
692 Governor Ritchie Highway
Severna Park, Maryland 21146

RECORDED FEB 15 1986
POSTAGE 1.00
BIS0700 C010 R04 T14455
11/86

9. DEBTOR: Telecommunications Professionals, Inc.
 By: Lindsay E. Shepherd, President

SECURED PARTY: EQUITABLE BANK, National Association
 By: Barbara A. Wykowski
Corporate Banking Officer
 (Type Name and Title)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

16.50



MARYLAND NATIONAL BANK
We want you to grow.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 33,341.60. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court of Anne Arundel County

5. Debtor(s) Name(s) Robert S Martin DMD PA Address(es) 690 Ritchie Hwy
Severna Park, MD 21146

6. Secured Party Maryland National Bank Address 80 Mountain Rd
Glen Burnie, MD 21061
Attention Elaine J Stevens

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on _____ described on Schedule A attached hereto and made a part hereof by reference

Robert S Martin DMD PA
Robert S Martin DMD PA (Seal)
Robert S Martin DMD PA
President (Seal)

Secured Party
Maryland National Bank

Elaine J Stevens, Sr. Branch Officer (Seal)

Elaine J Stevens
Type name and title

RECORD TAX 11.00
RECORD TAX 234.30
POSTAGE .50
#190720 0040 104 115100
09/11/83

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11-23450 .50

1. Guardall safe	\$ 1,000	
2. Savin 895 photocopier	1,000	2930304948
3. Steelcase lateral files (5 tier and storage cabinets)	5,000	
4. G.E. Panilepse x-ray machine	10,000	32261
5. G.E. Periapical xray machine 90KVP	5,000	106381TU7
6. BF Wehmer Cephalostat xray machine	2,000	W-100-2249
7. Belmont periapical machine 70 KVP	1,000	
8. 7 Dome chairs and side units	20,000	32715
9. Biostar machine	2,000	5169
10. Miscellaneous lab equipment	3,000	
11. Private office and business office furnishings	5,000	
12. 1 Windmill vacuum system	2,000	4535
13. 1 Airtech compressor	2,000	2605
14. Miscellaneous orthodontic equip. (instruments, etc).	20,000	
15. Decorative lighting by Lightoleer	15,000	
16. Cabinetry	30,000	
17. Urgo chairs	3,000	

Robert S Martin DMD PA

Robert S Martin DMD PA 8/5/88

STATE OF MARYLAND

300 531 PAGE 52

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 469 FOLIO 476 ON 12-16-83 (DATE)

1. DEBTOR

Name Robert J. Middleton
Address 305 Mill Swamp Blvd. Edgewater MD

2. SECURED PARTY

Name Massary Ferguson Credit Corp
Address 120 miles In PO Box 10307 50306

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>termination</u></p>
<p>410-19012-8303237 Anne Grundel</p>	

RECORD FEE 1.00
RECORD FEE 9.00
POSTAGE .50
#190736 0140 904 7 1503
08/11/88

Dated 8-5-88

Leslie Wheatley, Co Clerk
(Signature of Secured Party)
Leslie Wheatley
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM U.C.C.1

Identifying File No. 274152

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gemini Hair Scope, Inc.

Address 575 Ritchie Hwy, Severna Park Mall, Severna, MD 21146

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP.

Address 225 West 34th Street, New York, N. Y. 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Video Graphic System, Computer Image Producing Machine

RECORD FEE 11.00
M-F 9:00 AM TO 5:00 PM
S-S 10:00 AM TO 4:00 PM
02/11/88

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Patricia M Morris
(Signature of Debtor)

Patricia Ann Morris
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J Banks
(Signature of Secured Party)

MIDLANTIC COMMERCIAL LEASING CORP.

J BANKS
Type or Print Above Signature on Above Line

274152

BOOK 531 PAGE 53

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21401

BOOK 531 PAGE 54

File No.

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

..... To Be Recorded in the Land
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 260092

Record Reference: Liber 494 Folio 073

Date of Filing: Jan. 23, 1986

RECORD FEE 10.00
POSTAGE .30
#150010 0040 104 113416
04/11/87

2. The name(s) and address(es) of the Debtor(s) is(are):

<u>Name of Debtor</u>	<u>Address</u>
Samuel L. St. Clair Individually & T/A Md.-Va. Sand Company Equipment Location: 2688 Md. Rt. 175, Hanover, Md. Anne Arundel County, Md.	P.O. Box 70 12608 Fingerboard Road Monrovia, Md. 21770 Frederick County, Md.

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: October, 21, 19 87..

By: *Marilyn F. Horton*
Marilyn F. Horton
Assistant Vice President

Type or print all names
and titles under signatures.

ILD-121-3M



Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Blumenthal, Wayson, Downs & Offutt,</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>P.A.</u>	<u>Attn: Catherine T. Lewis</u>
(Name)	(Name of Loan Officer)
<u>121 Cathedral Street</u>	<u>18 West Street</u>
(Address)	(Address)
<u>Annapolis, Maryland 21401</u>	<u>Annapolis, Maryland 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

A/R ONLY

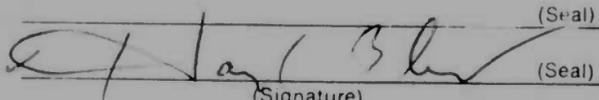
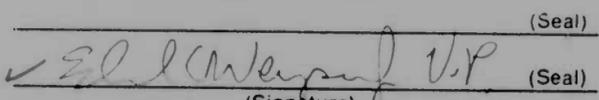
(1) all of Debtor's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all OF Debtor's other assets, specifically including (but not limited to) inventory and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

RECORD FEE 11.00
 POSTAGE 2.50
 #190030 0040 204 T15420
 08/11/00

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
(Seal)	(Seal)
<u></u>	<u></u>
(Signature)	(Signature)
<u>Harry C. Blumenthal</u>	<u>Edward O. Wayson, Jr.</u>
(Print or Type Name)	(Print or Type Name)

11-53

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$55,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$385.00.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name L.R. Willson & Sons, Inc.

Address 773 Annapolis Road Gambrills, MD 21054

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX 385.00
POSTAGE .50
#104050 0040 004 115123
08/11/03

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

L.R. Willson & Sons, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

LARRY E. KIMMEL, ADMIN. V.P.

17
385
50

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

BOOK 531 PAGE 57

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 29th day of July, 1988 by and between

L.R. Willson & Sons, Inc., having its principal place of business at
773 Annapolis Road Gambrills, MD 21054

"Mortgagor" and First Interstate Credit Alliance, Inc. "Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1-15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary) to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set off, recoupment claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian to Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made in Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross claims, set offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

I.R. Willson & Sons, Inc. (Seal)
Mortgagor

By Donald E. Willson (Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel

} SS

being duly sworn, deposes and says

- 1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage of I.R. Willson & Sons, Inc.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of _____ 19 _____

Donald E. Willson

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS
I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____ 19 _____ in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ I.R. Willson & Sons, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC
CAL 67 77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 29 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Lorraine 90 ton Truck Crane	MC790	35060
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

L.R. Willson & Sons, Inc.

By: Donald Willson

BOOK 531 PAGE 60

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented.

1 Debtor(s) (Last Name First) and Address(es) Emig Jr., Clarence E. RD #2 Box 172 York, Pa. 17403	2 Secured Party(ies) Name(s) and Address(es) Commonwealth National Bank 2700 S. Queen St. York, Pa. 17403	3 <input type="checkbox"/> The Debtor is a transmitting utility. 4 For Filing Officer: Date, Time, No. Filing Office
--	--	---

5 This statement refers to original Financing Statement No. Book 475 Page 490
253005 filed (date) 8/1/84 with Circuit Court for Anne Arundel County

- 6 A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records

Section

Block

Lot

RECORD FEE 15.00

POSTAGE .50

#190070 0040 104 115129

08/11/88

Commonwealth National Bank

By _____
Signature(s) of Debtor(s) (only on amendment)

By May R. Adams
Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL

(5/82)

STANDARD FORM—FORM UCC-3—Approved by Secretary of State of New York

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 476 Page No. 301
 Identification No. 253259 Dated AUG 10 84
 CORPORATION: Berkley Associates, Inc.
 Fedder, Joel D.
 Gilligan, W. Dennis
 1. Debtor(s) { Name or Names—Print or Type
 514 N. Crain Highway, Glen Burnie, Maryland 21061
 5 Garrison Court, Baltimore, Maryland 21208
 Address—Street No., City - County State Zip Code
 464 Water Oak Road, Pasadena, Maryland 21122
 2. Secured Party { Central Savings Bank
 Name or Names—Print or Type
 P. O. Box 1316, Baltimore Maryland 21203
 Address—Street No., City - County State Zip Code
 3. Maturity Date (if any) _____
 4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Minolta- 450 Z Copier serial # 1642102
 F-11 Stream Feed serial # 8132746
 A-11 Auto Feed serial # 8127611
 S-10 Sorter serial # 1615442
 Custom Cabinet
 Danyl Recount 8K serial # 003548

RECORD FEE 10.00
 POSTAGE .50
 #100090 0040 R04 T15+41
 08/11/84

Dated: August 10, 1988
 NCNB BANK of MARYLAND.
 (FORMERLY) CENTRAL SAVINGS BANK
 Name of Secured Party
Mary J Shue
 Signature of Secured Party
 Mary J Shue, Assistant Vice President
 Type or Print (Include Title if Company)

CBI-137CL (5/83)

10.00
 5.00

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 531 PAGE 62

274156

1. DEBTOR

Name J and B Seafood Co., Inc.

Address 5717 Ritchie Highway, Baltimore, MD 21225

2. SECURED PARTY

Name Diversified Leasing, Inc

Address 133 Defense Highway, Suite 207, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Carrier 5 ton heat and air conditioning unit (roof top), S/N

Name and address of Assignee

RECORD FEE 11.00
POSTAGE 1.00
REGISTRATION FEE 113.46
TOTAL 125.46

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

EQUIPMENT IS LEASED. NOT SUBJECT TO RECORDATION TAX.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. & B. Seafood Co., Inc.

[Handwritten Signature]

(Signature of Debtor)

by: Andrew J. Graham, Secretary

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

L. L. Summers, Pres
Type or Print Above Signature on Above Line

6424
A4
A4
A4

1130

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$not appl

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

300 531 PAGE 63

274157

Name All Star Personnel Services, Inc.
Address 2661 Riva Road, Suite 220, Annapolis, Md 21401 m

2. SECURED PARTY

Name Allstate Financial Corporation
Address 2700 South Quincy Street, Suite 540
Arlington, Va 22206

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

All present and hereafter created accounts receivables, contract rights, general intangibles, certificates of deposit, debtors interest in any returned, repossessed or unshipped goods, together with all of debtors books of account, ledger cards and records, all furniture, fixtures, tools and equipment; all vehicles; all computer programs and systems owned or operated in connection therewith; all inventory; all of the above securing present and future advances.

RECORD FEE 11.00
POSTAGE .50
#190960 1040 1004 716-78
08/11/88
4744

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

11.00
.50

David W. Kelsey
(Signature of Debtor)

David W. Kelsey, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lawrence M. Winkler
(Signature of Secured Party)

Lawrence M. Winkler, Second Vice President
Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT

Check below if goods are or are to become fixtures

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Shoreline Video II, Inc.	1153 Maryland, Route 3 North		Gambrills, Maryland	

Name of Secured Party or assignee	No.	Street	City	State
Video & Computer Attractions, Inc.	1153 Maryland, Route 3 North		Gambrills, Maryland	

STEIN, SPERLING, BENNETT, DE JONG,
DRISCOLL, GREENFEIG & METRO, P.A.
ATTORNEYS AT LAW
25 WEST MIDDLE LANE
ROCKVILLE, MARYLAND 20850

1 This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of Debtor's personal property, licenses, contract rights, accounts, general intangibles, things in action, chattel paper, tools, furniture, fixtures, office equipment, goods, supplies, accessories, vehicles, trucks, inventory of goods and merchandise held for sale or rental by Debtor, leasehold interest, permits or substitutions, replacements and accessions thereof and thereto, all products and cash or non-cash proceeds thereof.

RECORD FEE 12.00
POSTAGE .50
RECEIVED 12/31/88 11:11
12/31/88

(If affixed to realty—state value of each article)

RETURN TO:

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered. Products of collateral are also covered.
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Shoreline Video II, Inc.

Video & Computer Attractions, Inc. (Seal)
(Corporate Trade or Firm Name)

By: Mario Acap Pres.
Mario Acap, President

By: Prithvi Batra, President
Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

A tract of land consisting of approximately 1.515 Acres located at Laurie Lee Lane and Ritchie Highway in Glen Burnie, Anne Arundel County, Maryland, and more particularly described as follows:

Beginning for the same at a concrete monument found on the Southeastmost right-of-way line of Governor Ritchie Highway (150 ft. wide) and at the beginning point of the first parcel of land described in Deed from John R. Praley to John R. Praley and Joan Demetria Praley, his wife, dated July 2, 1979, and recorded among the Land Records of Anne Arundel County in Liber WGL 3225, folio 84, the said beginning point also being the end of the third line of the land described in Deed from Hazel V. Louke to Roland P. Musselman and Theresa Mary Musselman, his wife, date August 22, 1974, and recorded among the said Land Records in Liber WGL 2701, folio 68; thence from the said beginning point running, reversely with the fourth line of the first parcel of land described in the first above mentioned Deed and also running with the Southeastmost right-of-way line of Governor Ritchie Highway, North 30 degrees 15 minutes East 109.99 feet to a pipe found at the end of the North 59 degrees 37 minutes West 1966.5 feet line of land described in Deed from Joseph F. Moreland and Mamie M. Moreland, his wife to Glen Haven Memorial Park, Incorporated dated March 31, 1939, and recorded among the said Land Records in Liber JHH 200, folio 13; thence leaving the said Governor Ritchie Highway and the above mentioned fourth line and running reversely with part of third line of the first parcel of land described in the first above mentioned Deed and also running reversely with part of the North 59 degrees 37 minutes West 1966.5 foot line of the third above mentioned Deed, South 59 degrees 37 minutes East 600.26 feet to a pipe now set; thence leaving the said third line and the outline of the conveyance to Glen Haven Memorial Park, Incorporated and running across the tract of which the herein described parcel is a part, South 30 degrees 23 minutes West 109.99 feet to a pipe set in the first line of the first parcel of land described in the first above mentioned Deed, the said pipe also being in the third line of the land described in the second above mentioned Deed; thence running reversely with part of the said first line and also running with part of the said third line North 59 degrees 37 minutes West 600.00 feet to the place of beginning.

Containing 1.515 Acres of land more or less.

See also Plat entitled, Chris Coile Commercial Complex, 5th Tax District, Anne Arundel County, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 81, page 34, Plat number 4259, said 1.515 Acres being set forth as Parcel "A", Improvements thereon being designated as No. 7229 Ritchie Highway, also known as 7231 Ritchie Highway, Glen Burnie, MD.

BEING the same property described in a Deed dated December 28, 1982 recorded among the Land Records of Anne Arundel County at Liber 3545, folio 170 from Chris Coile, Grantor to Plaza Associates Limited Partnership, a Maryland limited partnership, Grantee.

Anne Arundel

BOOK 531 PAGE 67

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264767

RECORDED IN LIBER 505 FOLIO 108 ON NOV. 30, 1986 (DATE)

1. DEBTOR

Name P&C Equipment Corp.
Address 85 Broad Street
New York, New York ttn: President

2. SECURED PARTY

Name The Prudential Insurance Company of America
Address Prudential Plaza
Newark, New Jersey 07101
Sara W. MacDonell, Legal Assistant; Jones, Day, Reavis & Pogue
1900 Huntington Center, Columbus, Ohio 43215

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: XXX
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00
POSTAGE .50
OM #191310 0040 104 110128
08/12/88

10.00
.50

Dated _____

Sara W. MacDonell, Atty-in-Fact
(Signature of Secured Party)

The Prudential Insurance Company of America
Type or Print Above Name on Above Line

10.50

Anne Arundel

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244718
RECORDED IN LIBER 505 FOLIO 111 ON Nov 30, 1984 (DATE)

1. DEBTOR

Name The Firestone Tire & Rubber Company, as Lessee
1200 Firestone Parkway
Address Akron, Ohio 44317 Attn: Secretary

2. SECURED PARTY

Name The Prudential Insurance Company of America
Prudential Plaza
Address Newark, New Jersey 07101
Sara W. MacDonell, Legal Assistant; Jones, Day, Reavis & Pogue
1900 Huntington Center, Columbus, Ohio 43215
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>
<p>The Prudential Insurance Company of America is secured party of record by virtue of an assignment from P&C Equipment Corporation.</p>		

RECORD FEE 10.00
POSTAGE .50
H191300 0040 104 T10123
08/12/83

WO

10.00
50

Dated _____

Sara W. MacDonell, Legal Assistant
(Signature of Secured Party)

The Prudential Insurance Company of America
Type or Print Above Name on Above Line

10.50

274165

INSTRUMENT is presented to a Filing Officer for No. of Additional Sheets Presented: 3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):
B.E.K. ENTERPRISES, INC.
8375 Jumpers Hole Road
Pasadena, Md. 21122

2. Secured Party(ies) Address(es) And Name(s):
JOHN C. LOUIS CO., INC.
1805 Cherry Hill Road
Baltimore, Md. 21230

4. For Filing Officer: Date, Time, File No., Filing Office:
RECORD FEE 11.00
POSTAGE 1.00
#191370 0048 R04 T10172
06/12/88

7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)

- 1 Melroe Bobcat Model 743 S/N 39847 Flotation Tires
 - 2 Buckets 1-w/1-wo
- THIS COVERS A CONDITIONAL SALES CONTRACT
THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

5. Assignee(s) of Secured Party, Address(es):
Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.
 The described goods are or are to be affixed to the real property described in Item 7.

DEBT EXCEEDS \$200.00
 Proceeds of the collateral are also covered.
Filed with: Sec. of State Filing Office of _____ County/City

8. Signatures: _____ B.E.K. ENTERPRISES, INC. _____ JOHN C. LOUIS CO., INC.

By Kenneth Hoffman
KENNETH HOFFMAN
PRESIDENT

By Wilmer S. Davison
WILMER S. DAVISON
PRESIDENT

1150 (2) Filing Officer Copy - Alphabetical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

Butler Leasing Company

300 531 PAGE 70

274166

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR):

AMERICAN MARKETING & GRAPHICS, INC.

424 FOURTH ST.
ANNAPOLIS, MD. 21403

LESSOR (SECURED PARTY):

BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

FIRST PENNSYLVANIA BANK, N.A.
1500 Market Street, 19th Floor
Philadelphia, PA 19101

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY

() If checked, see Equipment Schedule attached hereto and made a part hereof.

- 1 TELCOA PHOENIX 1232 TELEPHONE SYSTEM INCLUDING: 1 KSU, 1 CONFERENCE CARD,
- 1 A.C. LINE SURGE PROTECTOR, 1 BLOCK LIGHTNING PROTECTION, 3 LINE CARDS,
- 4 STATION CARDS, 13 PHOENIX TELEPHONES, 1 CONSOLE, 1 SPEAKERPHONE
- 1 TELCOA INTER-TEL 1232 TELEPHONE SYSTEM INCLUDING: 1 KSU, 1 A.C. LINE SURGE PROTECTOR,
- 1 CONFERENCE CARD, 4 C.O. LINE CARDS, 2 BLOCKS C.O. LIGHTNING PROTECTION, 15 PHOENIX 12-BUTTON TELEPHONES,
- 1 CONSOLE, 1 SPEAKERPHONE ORATOR

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: 133 DEFENSE HIGHWAY, ANNAPOLIS, MD., 21401

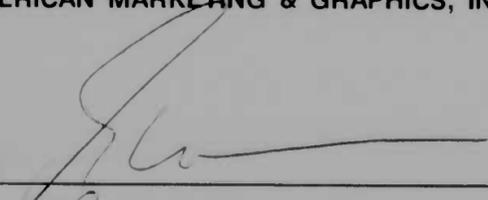
RECORD FEE	11.00
POSTAGE	.50
#191420 0040 004 711410	
06/12/88	

LESSEE (DEBTOR):

AMERICAN MARKETING & GRAPHICS, INC.

LESSOR (SECURED PARTY):

BUTLER LEASING COMPANY

BY: 
George E. Miller
PRINT NAME & TITLE

BY: 
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, MD 21045-0609

1130

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 33,000.00

PAID TO SDAT

FINANCING STATEMENT

1. Debtor(s):

The J. E. Smith Co.
Name or Names—Print or Type
P.O.Box 100 Rt#3 Millersville Md. 21108
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

Philadelphia National Bank
Name or Names—Print or Type
5th & Market Streets Philadelphia Pa.
Address--Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

AEP model 6048 Horizontal Baler
FMC BNS wrapper serial #1446 with vacuum suction conveyor
FMC 405 gluer serial #2025

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

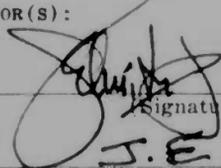
RECORD FEE 11.00
#191440 0040 R09 T1122
08/12/00

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:



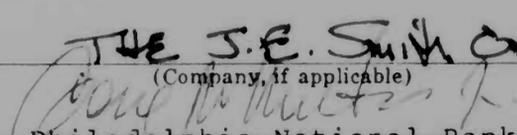
(Signature of Debtor)

J. E. Smith Jr.

Type or Print

(Signature of Debtor)

Type or Print



(Company, if applicable)

Philadelphia National Bank
(Signature of Secured Party)

5th & Market Streets
Type or Print (Include title if Company)
Philadelphia Pa. 19101

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address _____



BA 8251 84793

274168

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/3/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baran, Dolores & Louis

Address 7914 32nd St., Baltimore, MD 21237

2. SECURED PARTY

Name Kayak Mfg. Corp.

Address 406 N. Crain Hywy., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

20x12 KAYAK Award ~~xxx~~ Winning Pool

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE \$ 12.00
POSTAGE .50
#191450 0040 104 111403
06/12/88

Dolores A. Baran
(Signature of Debtor)

Dolores A. BARAN
Type or Print Above Signature on Above Line

Louis S. Baran
(Signature of Debtor)

LOUIS S BARAN
Type or Print Above Signature on Above Line

Lauren A. Thompson
(Signature of Secured Party)

Lauren A Thompson
Type or Print Above Name on Above Line

1750

STATE OF MARYLAND

300- 531 PAGE 73

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 25234 0040

6738

RECORDED IN LIBER 434 FOLIO 546 ON 2/20/81 (DATE)

1. DEBTOR

Name The Simpson Land Company
210 Holiday Court
Address Annapolis, MD 21401

2. SECURED PARTY

Name Suburban - ITT Leasing Partnership No. 2
6495 New Hampshire Ave
Address Hyattsville, MD 20783

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: XXX
(Indicate whether amendment, termination, etc.)

termination

WO

RECORD FEE 10.00
#191470 0040 R04 T11:28
08/12/88

Dated 8-5-83

K. ...
(Signature of Secured Party)

Suburban ITT Leasing Partnership NO 2 40555021

Type or Print Above Name on Above Line

1000

FINANCING STATEMENT FORM UCC-1

274169

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 10 August 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mid-Atlantic Technical Services, Inc.

Address

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 11.00
POSTAGE .50
#335510 0345 R01 71148

CHECK THE LINES WHICH APPLY

08/12/88

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures: The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mid-Atlantic Technical Services, Inc.

Signature of Robert C. Boyer

Robert C. Boyer, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of John J. Feldman III

Bay National Bank

John J. Feldman III Vice President

Type or Print Above Signature on Above Line

BOOK 531 PAGE 75

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es)
ELLIOTT HOLLY FORD
7846 Galt Street
Fort Meade MD 20755

2. Secured Party(ies) Name(s) And Address(es):
AMERICAN SECURITY BANK, N.A.
SUCCESSOR TO AMERICAN SECURITY & TRUST CO.
15th & PENNSYLVANIA AVE. N.W.
WASHINGTON, D. C. 20013

3. Bank Note No.
4160553
4. For Filing Officer: Date, Time, File No.,
Filing Office:

5. This statement refers to original Financing Statement bearing File No. 176366 Liber 295 Page 308
Filed with Clerk of the Court
Anne Arundel Cty. Annapolis MD Date Filed May 31 1973

- 6. Continuation. The original financing statement between the foregoing debtor and secured party, bearing file number shown above is still effective. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned the security interest to the signer of the termination statement.)
- 7. Termination. The secured party of record above to the property described in Item 11 has been assigned to the assignee whose name and address appear in Item 11.
- 8. Assignment. Financing statement bearing file number shown above is amended as set forth in Item 11.
- 9. Amendment. Secured party releases the collateral described in Item 11 from the financing statement bearing file number shown above.
- 10. Release.

RECORD FEE 1.00
RECORD FEE 9.00
08/12/88

11. 1973 CERTIFIED TL
Title NO. 3740195 and SERIAL NO. AA0010

12. Signatures:

By _____ Debtor(s) (necessary only if Item 9 is applicable.)
By Robert Samuel, VP Secured Party(ies)
AMERICAN SECURITY BANK, N.A.

FORM #8-44

FINANCING STATEMENT CHANGE

UCC-3

FINANCING STATEMENT FORM UCC-1

274171

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5195.00

If this statement is to be recorded in land records check here. []

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name T.L.B. ASSOCIATES, INC.
2124 PRIEST BRIDGE DR. #13
Address CROFTON, MD 21114

2. SECURED PARTY

Name FIRST INTERSTATE CREDIT ALLIANCE, INC.
SUCCESSOR BY MERGER TO LEASING SERVICE CORP.
9400 SW BARNES RD #200
Address PORTLAND, OR 97225-6655

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6-6-90

4. This financing statement covers the following types (or items) of property: (list)

ANY AND ALL GOODS, CHATTELS, FIXTURES, FURNITURE, EQUIPMENT, ASSETS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, GENERAL INTANGIBLES, AND PROPERTY OF EVERY KIND WHEREVER LOCATED, NOW AND/OR HEREAFTER BELONGING TO LESSEE AND IN WHICH LESSEE HAS ANY INTEREST AND PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT, AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS UCC FORM TOGETHER WITH THE ATTACHED AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED AS A FINANCING STATEMENT.

Name and address of Assignee

RECORD FEE 13.00
RECORD TAX 30.50
POSTAGE .50
#191480 COMD RM 114937
08/12/88

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

SEE ATTACHED

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SEE ATTACHED

(Signature of Secured Party)
FIRST INTERSTATE CREDIT ALLIANCE, INC.
SUCCESSOR BY MERGER TO LEASING SERVICE CORP.
Type or Print Above Signature on Above Line

13-3850 SD

<p>To Be Recorded:</p> <ul style="list-style-type: none"> - Land Records of Anne Arundel County X Chattel Records of Anne Arundel County - State Department of Assessments and Taxation 	<p>Subject to Recording Tax On Principal Amount of \$1,000,000.00 Which Was Paid To The Clerk of The Court of Anne Arundel County Upon the Filing of a Second Deed of Trust.</p>
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FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. DEBTOR: CHESAPEAKE BAY ASSOCIATES
Now known as
CHESAPEAKE BAY ASSOCIATES
LIMITED PARTNERSHIP
2660 Riva Road, Fourth Floor
Annapolis, MD 21401

 2. SECURED PARTY: THE ANNAPOLIS BANKING AND TRUST COMPANY
Church Circle
Annapolis, MD 21401
Attn: Commercial Loan Dept.
- RECORDED FEE 31.00
 POSTAGE .50
 #336780 0345 901 715456
 05/12/88
3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

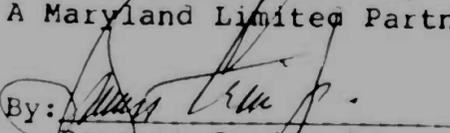
31

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Second Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

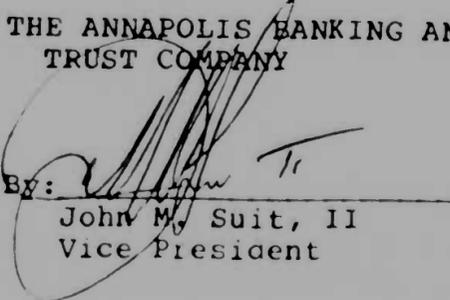
CHESAPEAKE BAY ASSOCIATES
LIMITED PARTNERSHIP,
A Maryland Limited Partnership

By: 
Bennett Crain, Jr.,
General Partner

Date: August 8, 1988

SECURED PARTY:

THE ANNAPOLIS BANKING AND
TRUST COMPANY

By: 
John M. Suit, II
Vice President

TO FILING OFFICER: After this Statement has been recorded,
please return to:

The Annapolis Banking and Trust Company
Church Circle
Annapolis, MD 21401
Attn: Commercial Loan Department

EXHIBIT "A"

PARCEL 2:

FIRST: Beginning for the same at an iron pipe set at the beginning of the conveyance by Arthur Trader, Assignee, to Bertha Horwitz, by deed dated August 25, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 95, folio 384, said beginning point being distant South 61 degrees 10 minutes West 85 feet from the intersection of the prolongation of the northeast side of First Street (formerly Sixth Street) with the southeast side of Eastern Avenue; thence leaving said beginning point so fixed and running with the outlines of said conveyance to Horwitz, South 61 degrees ten minutes West 182.0 feet to an iron pipe set in a chain link fence; thence running with said fence South 28 degrees 54 minutes 10 seconds East 291.41 feet to the shore line of Back Creek; thence leaving said fence and running with said shore line North 32 degrees 58 minutes East 206.37 feet; thence leaving said shore line and running with the closing line of said conveyance, North 28 degrees 54 minutes 10 seconds West 193.88 feet to the place of beginning. Containing 1.01 acres according to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in February, 1960.

SECOND: Parcel No. One - Beginning for the same at an iron pipe now set on the southeast side of Bay Shore Drive (25 ft. wide) at the intersection of the divisional line between Lots 1 and 2 with the southeasternmost side of Bay Shore Drive distant North 61 degrees 05 minutes 50 seconds East 175.0 feet from the northeasternmost side of 2nd Street (formerly 5th Street) as shown on a plat made by J. Carson Bousch, County Surveyor, dated April 21, 1916 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 50, folio 99, said beginning being the same as the beginning of the first parcel of the conveyance by George B. Woelfel, Jr., Trustee, to Marion L. Bender, by deed dated April 14, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1384, folio 483; thence leaving said beginning point and running with the outlines of said first parcel as now surveyed North 61 degrees 05 minutes 50 seconds East 29.0 feet to an iron pipe now set in a fence line and in the 2nd or South 28 degrees 54 minutes 10 seconds East 291.41 foot line of the conveyance by George E. Rullman, Trustee, to Smiths Carribbean N.V. by deed dated February 18, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1372, folio 432;

thence leaving said Bay Shore Drive and running with part of said line South 28 degrees 54 minutes 10 seconds East 78.74 feet to the end of said line and the shore line of the Chesapeake Bay at Back Creek; thence leaving said conveyance to Smiths Carribean N.V. and running with said shore line South 25 degrees 23 minutes West 35.72 feet to the said divisional line between Lots 1 and 2 as shown on said plat made by J. Carson Bousch, County Surveyor; thence leaving said shore line and running with said divisions line North 28 degrees 54 minutes 10 seconds West 99.58 feet to the place of beginning.

Containing 2,577 square feet according to a survey and plat made by Edward Hall, III, Registered Land Surveyor in April, 1961 and being Lot No. 1 as shown on a plat made by J. Carson Bousch, County Surveyor, dated April 21, 1916 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 50, folio 99.

Parcel No. Two - Beginning for the same at an iron pipe now set on the northwesternmost side of Bay Shore Drive (25 ft. wide) at the intersection of the divisional line between Lots 10 and 11 with the northwest side of Bay Shore Drive and distant North 61 degrees 05 minutes 50 seconds East 180.0 feet from the intersection of the northeasternmost side of 2nd Street (formerly 5th Street) as shown on a plat made by J. Carson Bousch, County Surveyor, dated April 21, 1916 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 50, folio 99, said beginning point being the same as the beginning of the 2nd parcel of the conveyance by George B. Woelfel, Jr., Trustee to Marion L. Bender by deed dated April 14, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1384, folio 483; thence leaving said beginning point so fixed and Lot 11 and running with said 2nd parcel and Lot 10 as now surveyed, North 61 degrees 05 minutes 50 seconds East 24.0 feet to an iron pipe now set in the 2nd or South 28 degrees 54 minutes 10 seconds East 291.41 foot line of the conveyance by George E. Rullman, Trustee, to Smiths Carribean N.V. by deed dated February 18, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1372, folio 432; thence leaving said Bay Shore Drive and running reversely with part of said line North 28 degrees 54 minutes 10 seconds West 90.0 feet to an iron pipe now set in a fence; thence leaving said conveyance to Smiths Carribean N.V. and running with the divisional line between Lots 10 and 20, 21, South 61 degrees 05 minutes 50 seconds West 24.0 feet to the divisional line between lots 10 and 11 as shown on said plat, thence leaving lot 21 and running with said divisional line South 28 degrees 54 minutes 10 seconds East 90.0 feet to the place of beginning.

Containing 2,160 square feet according to a survey and plat made by Edward Hall, III, Registered Land Surveyor in April, 1961, and being Lot No. 10 as shown on the plat made by J. Carson Bousch, dated April 21, 1916 and recorded among the aforesaid Land Records in Liber W.N.W. 50, folio 99.

THIRD: Beginning at the starting point of the lot secondly described in the deed from Frank Wonner and wife to John A. Sears and wife, dated August 10, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 533, folio 462, and continuing in a northeasterly direction 24 feet to the northeasterly line of the whole tract; thence following said line of the whole tract and in a southeasterly direction 26 feet to the northwesterly line of Lot No. 1 as shown on a plat made by J. Carson Bousch, County Surveyor, dated April 21, 1916 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 50, folio 99; thence in a southwesterly direction and along the southeasterly line of the street running from Second Street mentioned in the aforesaid Deed and as shown on the aforesaid plat, 24 feet; and thence at right angles to the last line and parallel with the second line of this lot of ground in a northwesterly direction 26 feet to the point of beginning.

BEING the same property as was conveyed from Smiths Industries, Inc. to Kelvin Hughes America Corporation, to Chesapeake Bay Associates by Deed dated March 1, 1971, and recorded among the Land Records of Anne Arundel County in Liber 2392, folio 1.

Butler Leasing Company

274173

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR):

OMEGA DISPOSAL, INC.

344 MARLEY NECK RD.
GLEN BURNIE, MD. 21061

LESSOR (SECURED PARTY):

BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

FIRST PENNSYLVANIA BANK, N.A.
1500 Market Street, 19th Floor
Philadelphia, PA 19101

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

- 1) 40 YARD ROLL OFF CONTAINER S/N 53301
- 2) 30 YARD ROLL OFF CONTAINER S/N 3885, 3884
- 2) 40 YARD ROLL OFF CONTAINERS S/N'S 4721, 4722

RECORD FEE 11.00
 POSTAGE .50
 8191020 C237.004 100+53
 08/15/88

WO

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: SAME

LESSEE (DEBTOR):
OMEGA DISPOSAL, INC.

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY

BY: Roger Wehueling
ROGER WEHUELING PRESIDENT
PRINT NAME & TITLE

BY: Deborah Scherr
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, MD 21045-0609

H.A. Co.

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

1 DEBTOR(S) and Address(es) Capitol Management Consulting, Inc. T/A Priority Management 1113 Commanders Way South Annapolis, MD 21401	2 SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Gloria Bolton Return to Secured Party
--	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Management Training (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E. Other

WCO
RECORD FEE 12.00
POSTAGE .50
#171900 DEBT R04 TOP127
08/15/88

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~X~~ ~~NON~~ exempt from the recordation tax. (Md)
Principal amount of debt initially incurred is \$ _____

DEBTOR: Capitol Management Consulting, Inc. T/A Priority Management

SECURED PARTY: SIGNET BANK/MARYLAND

By: Raymond J. King
(Type Name)

By: Ross L. Brown, A.V.P.
(Type Name)

By: Raymond J. King, Secty-Treas
Dennis P. Mankin, Pres

August 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

12.50

RETURN TO:

Blumenthal, Wayson, Downs & Offutt, P.A.
P.O. Box 868, 121 Cathedral Street
Annapolis, MD 21404

44 Co.

BOOK 531 PAGE 86

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. _____ Dated December 29, 1983

Record Reference ID#250222 Book 468 Page 531

2. DEBTOR:

Name: Mercado, George F. & Maria I.
(Last Name First)

WQ

RECORD FEE 10.00
#154030-0177 003 714:53
08/15/88

ADDRESS: 141 Berrywood Drive, Severna Park, Maryland 21146

3. SECURED PARTY IS:

NAME: Director of Administration, Anne Arundel County, Maryland

ADDRESS: Arundel Center County, Calvert and Northwest Streets, Annapolis, Maryland 21401

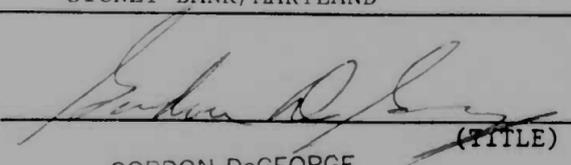
The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS

SECURED PARTY

SIGNET BANK/MARYLAND

BY: 
(TITLE)

GORDON DeGEORGE
Vice President

DATED: May 31, 1988



10

RETURN TO:

AA Co.

Blumenthal, Wayson, Downs & Offutt, P.A.
P.O. Box 868, 121 Cathedral Street
Annapolis, MD 21404

BOOK 531 PAGE 87

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. _____ Dated December 29, 1983

Record Reference ID#250223 Book 468 Page 536

2. DEBTOR:

Name: Director of Administration, Anne Arundel County, Maryland
(Last Name First)

ADDRESS: Arundel Center, Calvert and Northwest Streets, Annapolis, Maryland 21401

RECORD FEE 10.00

3. SECURED PARTY IS:

NAME: Signet Bank/Maryland (formerly Union Trust Company of Maryland)

#163040 0777 R03 T14:53 08/15/88

ADDRESS: 7 St. Paul Street, Baltimore, Maryland 21202

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS

SECURED PARTY

SIGNET BANK/MARYLAND

BY: *Gordon DeGeorge* (TITLE)

GORDON DeGEORGE
Vice President

DATED: May 31, 1988

150

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 36,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

B. E. Henson & Sons, Inc.

160 Brown Woods Road
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md

RECORD FEE 11.00
 RECORD TAX 392.00
 POSTAGE .50

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

1988 Bulldozer, Model TD8G Wide Track, Ser. # 00651

1975 Model ND-DB5-28-6 Fruehauf Dump Trailer, FWW704314

#338030 0345 R01 T09#06
 08/16/88

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

B. E. Henson & Sons, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *Berman E. Henson*
Berman E. Henson, President

BY

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11-
392-

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Chesapeake Improvement Contractors Inc.

121 Tall Dr.
Pahokee, Md. 21123

Secured Party

Address

Farmers National Bank of Md.

5 Church Circle
Annapolis, Md. 21403

RECORD FEE 11.00

POSTAGE .50

#338030 0345 P01 709105

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All Accounts, Inventory, equipment, Receivables, Vehicles and related items now owned and hereafter acquired by Borrower, and all Proceeds (cash and non-cash) of such Accounts, Inventory, Equipment, Receivables, Vehicles and related items.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

09/16/88

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Chesapeake Improvement Contractors Inc.

THE FARMERS NATIONAL BANK OF ANNAPOLIS

By: *Joseph M. Huber* Pres.

Joseph M. Huber

BY *[Signature]*

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

11

A. N. Co.

113 Severna Park

BOOK 531 PAGE 90

274177

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es)</p> <p>DGM Enterprises, Inc. 5187 Raynor Avenue Linthicum, Md. 21090</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND, Commercial Loan Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Bruce Dick - 70009</u></p> <hr/> <p>Return to Secured Party</p>
---	---

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

- A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of office equipment/supplies (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:
- B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.
- C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.
- D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.
- E. Other.

- 4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
- 5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 25,000.00

RECORD FEE 11.00
 175.00
 POSTAGE .50
 8738260 1745 R01 T09:21
 08/16/88

DEBTOR:

DGM Enterprises, Inc.
(Type Name)

By: Rhonda G. McKenna Pres.
 Rhonda G. McKenna, Pres.

By: _____

SECURED PARTY:
 SIGNET BANK/MARYLAND

By: Ronald M. Teller, Jr.
(Type Name)

August 8 1988
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

11 175 -50

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must paste this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Annapolis Pipeline, Inc.
4828 S. Polling House Rd.
Harwood, MD 20776

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL RECORD FEE 11.00
- TERMINATION

Name & address of Secured Party

Furnival Machinery Company
7135 Standard Drive
Hanover, MD 21076

Name & address of Assignee

Associates Commercial Corp.
8002 Discovery Drive #420
Richmond, VA 23229

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One (1) Komatsu Model PC220LC-3 Hyd. Excavator SN/ 23681
One (1) Komatsu Model WA250 Wheel Loader SN/ 10113
complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.
EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

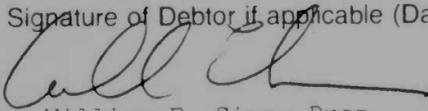
Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

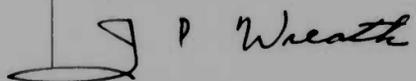
Annapolis Pipeline, Inc.

Furnival Machinery Company

Signature of Debtor if applicable (Date)


William E. Sims, Pres.

Signature of Secured Party if applicable (Date)

 J P Wreath 8/8/88

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated August 12, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hutzler Brothers Company

Address 200 North Howard Street, Baltimore, Maryland 21201

Additional Debtor addresses listed on Exhibit A.

2. SECURED PARTY

Name Maurice L. Rothschild & Co.

Address 7450 Skokie Boulevard, Skokie, IL 60076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and made a part hereof.

RECORD FEE 11.00
POSTAGE .50

#838620 0345 R01 T09:53

08/16/88

NOT SUBJECT TO RECORDATION TAX - INVENTORY

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hutzler Brothers Company

By: Angelo R. Arena
(Signature of Debtor)

Angelo R. Arena, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Maurice L. Rothschild & Co.

By: Clarence Pernus
(Signature of Secured Party)

CLARENCE PERNUS, President

Type or Print Above Signature on Above Line

1152

**EXHIBIT A ATTACHED TO FINANCING STATEMENT
EXECUTED BY HUTZLER BROTHERS COMPANY, AS DEBTOR,
IN FAVOR OF MAURICE L. ROTHSCHILD & CO., AS SECURED PARTY**

This financing statement covers the following types (or items) of property:

1. All inventory located at all stores, now or hereafter acquired, and all proceeds thereof, subject and subordinate only to liens of Westinghouse Credit Corporation and Schottenstein Stores Corporation.
2. All proceeds from all present and future accounts receivable subject and subordinate only to liens of Westinghouse Credit Corporation.
3. All additions, accessions, replacements, substitutions and non-cash proceeds of and to the property hereon described.

Additional Addresses of Debtor:

Dulaney Valley & Joppa Roads
Towson, MD 21204

8200 Perry Hall Blvd.
Baltimore, MD 21236

7835 Eastern Avenue
Baltimore, MD 21224

100 Harundale Mall
Glen Burnie, MD 21061

6901 Security Blvd.
Baltimore, MD 21207

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name, First and Address(es))
 CHARLENE T. GRAVES
 LOT #215 LYONS CREEK MH ESA
 LOTHIAN, MARYLAND 20711

2. Secured Party(ies) Name(s) and Address(es):
 MT. VERNON REALTY
 5484 SOUTHERN MARYLAND BLVD.
 LOTHIAN, MARYLAND 20711

3. The Debtor is a transferee of a perfected security interest.
 4. For Filing Office (Date, Time, No. Filing Office)
 RECORD FEE 1.00
 RECORD FEE 10.00

5. This Financing Statement covers the following items (or items) of property:
 1973 54X 24 *Joe* DUNHILL 2454 FD31 D128473
 To include all furniture, fixtures, appliances, and appurtenances therein and thereto, including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.

6. Assignee(s) of Secured Party and Address(es):
 Crescent Financial, Inc.
 1623 Forest Drive Suite 201
 Annapolis, MD 21401
 09/16/88

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

8. Describe Real Estate Here:
 This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction, or
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

No. & Street _____ Town or City _____ County _____ Section _____ Block _____ Lot _____

By *Charlene T. Graves*
 Signature(s) of Debtor(s)
 (1) Filing Officer Copy—Numerical

By *Hinda Baggett*
 Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

STANDARD FORM—FORM UCC 9—Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented: _____

3 The Debtor is a transmitting utility

4 For Filing Officer Date Time No. Filing Office

1. Debtor(s) (Last Name First) and Address(es):
SHORTT, SR. JOHN T.
SHORTT CONSTANCE D.
 LOT #46 7959 TELEGRAPH RD
 SEVERN MD 21144

2. Secured Party(ies) Name(s) and Address(es):
 CHESAPEAKE MH OF LAUREL, MD
 10039 N. SECOND AVENUE
 LAUREL, MD 20707

5. ~~1989~~ ¹⁹⁸⁸ This statement covers the following type(s) (or items) of property:
 HOLLY PARK -0- 14 X 70
 SERIAL # 11204
 APPLIANCES AND APPURTENANCES THEREIN AND THERETO;
 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
 INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT

6. Assignee(s) of Secured Party and Address(es):
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BOULEVARD SUITE 245
 WOODBRIDGE, VA 22194

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

8. Describe Real Estate Here: _____
 This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner: _____

No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

By: John T. Shortt, Sr. Constance D. Shortt
 Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(3-83) (1) FILING OFFICER COPY—NUMERICAL
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

NO RECORD FEE 12.00
 POSTAGE .50

#10410 0745 001 110410
 06/16/88

274189

The FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

1 Debtor(s) (Last Name, First and Address(es))
 NOBLE JR ROBERT E.
 FLOYD JUANITA A.
 LOT #17 REGENCY MANOR MHP
 HUNKERS RD 20754

2 Secured Party(ies) Name(s) and Address(es)
 JOYE REAL ESTATE
 6500 OLD BRANCH AVENUE
 TEMPLE HILL, MD 20748

3 The Debtor is a transmitting utility

4 For Filing Officer (Date, Time, No. Filing Office)

5 The Financing Statement covers the following types of items of property:
 1977 ZIMMER 14 X 70
 MOTOR # 14550 -0-
 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.

6 Assignments of Secured Party and Address(es)
 GREEN TREE ACCEPTANCE
 2200 OPTIC BOULEVARD SUITE 245
 WOODBRIDGE, VA 22191

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

8 Describe Real Estate Here:
 This statement is to be indexed in the Real Estate Records.

9 Name of a Record Owner

No. & Street _____ Town or City _____ County _____ Section _____ Block _____ Lot _____

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction, or
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

By ROBERT E. NOBLE JR. Signature(s) of Debtor(s)
 NOBLE JR ROBERT E. FLOYD JUANITA A. JOYE REAL ESTATE

By Quanita Joye Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(3-83) (1) FILING OFFICER COPY—NUMERICAL
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

RECORD FEE 12.00

GREEN TREE ACCEPTANCE

2200 OPTIC BOULEVARD SUITE 245 WOODBRIDGE, VA 22191

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es) WILKINSON CLARENCE L. WILKINSON HOLLY A. 113 PATUXENT MOBILE ESTATES LOTHIAN MD 20711		2. Secured Party(ies) Name(s) and Address(es) CHESAPEAKE MOBILE HOMES, INC. 10039 N SECOND AVENUE LAUREL, MD 20707		3. <input type="checkbox"/> The Debtor is a transmitting entity.
5. This ¹⁹⁸⁸ statement covers the following type(s) for item(s) of property: 1988 HOLLY PARK FOREST PARK 14 X 70 SERIAL # 21088 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.		6. Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE, INC. 12200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		4. For Filing Office Date Time No. Filing Office RECORD FEE 12.00 POSTAGE .50 FILING FEE MD 71011 12/15/88
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		9. Name of a Record Owner		<input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction, or <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)		

9-8 WILKINSON CLARENCE L. WILKINSON HOLLY A. CHESAPEAKE MOBILE HOMES, INC.

By *Clarence L. Wilson* Signatures(s) of Debtor(s) By *Holly A. Wilson* Signatures(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

(13-83) (1) FILING OFFICER COPY—NUMERICAL
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
 BOSTIC GARY H.
 133 WAYSONS MOBILE COURT
 LOTHIAN MD 20711

2. Secured Party(ies) Name(s) and Address(es):
 PROFESSIONAL MH BROKERS
 10401 LANHAM-SEVERN ROAD
 LANHAM, MD 20706

3. For Filing Officer: Date Time No. Filing Office:
 RECORD FEE 11.00
 OM #338850 C345 #01 710:11

4. This Financing Statement covers the following type(s) of property:
 1975 SCHULT -0- 14 X 70
 SERIAL # 142272 AND INCLUDING ALL FURNITURE, FIXTURES,
 APPLIANCES AND APPURTENANCES THEREIN AND THERETO;
 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
 INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.

5. Assignment(s) of Secured Party and Address(es):
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BOULEVARD SUITE 245
 WOODBRIDGE, VA 22194

6. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

7. Describe Real Estate Here: _____
 This statement is to be indexed in the Real Estate Records.

8. Name of a Record Owner: _____

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is present; or the original collateral described above in which a security interest was perfected; or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor; or <input type="checkbox"/> as to which the filing has been signed, or already subject to a security interest in another jurisdiction; <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)					

BOSTIC GARY H.

By: *Gary H. Bostic* Signature(s) of Debtor(s)

By: *[Signature]* Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(1) FILING OFFICER COPY—NUMERICAL
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3778.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arundel Geriatric & Nursing Center Inc.
 Address 7355 Furnace Branch Road Glen Burnie, MD 21061

2. SECURED PARTY

Name Great Northern Funding Corp.
 Address 11500 Rockfield Court Cincinnati, Ohio 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1) Refurbished 25-H snack machine sn/# 331827

RECORD FEE	11.00
RECORD TAX	39.00
POSTAGE	.50
#338860 C345 R01 710-13	
08/16/88	

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

x Vida M Sullivan
 (Signature of Debtor)
 Vida Sullivan, V.P., Arundel Geriatric &
 Type or Print Above Name on Above Line
 Nursing Center Inc.
 (Signature of Debtor)
 Type or Print Above Signature on Above Line

David Sloan
 (Signature of Secured Party)
 David Sloan, Leasing Mgr., Great Northern Funding
 Type or Print Above Signature on Above Line Corp.

11/98 50

300* 531 100

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

A/C# 05879-0
A.A. Co.

1. Debtor(s) (Last Name First and Addressed)
The Wexford Construction Corp.
P.O. Box 29
Pasadena, MD 21122

2. Secured Party(ies) Name(s) and Address(es)
Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

3. (a) This statement refers to original Financing Statement bearing File No. 269205-pg.362 11.516
Filed with Anne Arundel Co. Date Filed August 19 1987
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer

RECORD FEE 10.00
POSTAGE .50

4338970 0345 R01 T10#14
08/16/88

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 7. Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
- 8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. One (1) New Caterpillar Model 613C Tractor
S/N 92X01216

ASSIGNEE OF THE SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

10. Signatures:

By _____
Debtor(s) (necessary only if Item 7 is applicable)

By Alban Tractor Co., Inc.
Secured Party(ies)

(1) Filing Officer Copy 15

FINANCING STATEMENT CHANGE

Standard Form Approved by
N. C. Sec. of State
and other States shown above.

UCC-3

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1654.10

If this statement is to be recorded in land records check here.

This financing statement Dated 7-18-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARTHA M. PERRY
Address P.O. BOX 625 RT. 579 ST. MICHAELS, MD. 21663

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURKE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

MAHOGANY DESK
APPLE COMPUTER
VCR

Name and address of Assignee

RECORD FEE 11.00

RECORD TAX 14.00

POSTAGE .50

#339220 0345 R01 T10745

08/16/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Martha M. Perry
(Signature of Debtor)

MARTHA M. PERRY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.R.
Type or Print Above Signature on Above Line

11-14-88

FINANCING STATEMENT FORM UCC

Identifying File No. 14228

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1606.00

If this statement is to be recorded in land records check here.

This financing statement Dated 7-20-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ERIC L. & VERONICA JOHNS
Address 1701-A FOREST AVE. FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCC FINANCIAL SERVICES
Address P.O. BOX 607

Person And Address To Whom Statement Is To Be Returned If Different From Above.
CLEN BURNIE, MD. 21101

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

STEREO EQUIP
TV (2)
MICROWAVE

Table with 2 columns: Name and address of Assignee, Amount. Rows include RECORD FEE (12.00), RECORD TAX (14.00), POSTAGE (.50). Includes stamp #339230 C345 R01 T10#46 08/16/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Eric Johns

ERIC L. JOHNS
Type or Print Above Name on Above Line

Signature of Debtor: Veronica Johns
VERONICA L. JOHNS
Type or Print Above Signature on Above Line

Signature of Secured Party: Gina Jordan

GINA JORDAN C.S.F.
Type or Print Above Signature on Above Line

12 14.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14213

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 7-10-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARY E. CRIST

Address 1012-A DEEP CREEK AVE. ARNOLD, MD. 21012

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 907

GLEN BURRHE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- BINDING
- EXERCISE EOP
- PHOTO EOP
- STEREO EOP
- SPORTS EOP
- STAMP COLLECTION

RECORD FEE	11.00
RECORD TAX	10.50
POSTAGE	.50
#337240 0345 R01 T10446	
08/16/88	

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mary E. Crist
(Signature of Debtor)

MARY E. CRIST
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cina Jordan
(Signature of Secured Party)

CINA JORDAN, C.S.P.
Type or Print Above Signature on Above Line

11 1050 50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2395.95

If this statement is to be recorded in land records check here.

This financing statement Dated 6-20-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GARY WALKER
Address 400 E. COSTA MOUNTAIN DR. BOWERSVILLE, MD. 21024

2. SECURED PARTY

Name JAYCE M. RALEY
Address P.O. BOX 200
GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

JEWELRY
TV
VCR

RECORD FEE 11.00
RECORD TAX 17.50
POSTAGE .50

OM

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gary Walker
(Signature of Debtor)

GARY WALKER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jayce M. Raley
(Signature of Secured Party)

JAYCE RALEY MCP.

Type or Print Above Signature on Above Line

11.00
17.50
50

8370280 0345 R01 T10#47
08/16/88

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14263

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2000.77

If this statement is to be recorded in land records check here.

This financing statement Dated 7-26-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MELVIN E. & LINDA B. BAUMGARDNER
Address 312 CEDAR LN, ANNAPOLIS, MD, 21402

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 907
GLEN BURKE, MD, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

CHIPPING BOARD
DRUMS
GOLF CLUBS
STUBS ECF
TV (2)
VCR

Table with columns: Name and address of Assignee, RECORD FEE 12.00, RECORD TAX 21.00, POSTAGE .50, #339270 C345 R01 T1047, 08/16/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: MELVIN E. BAUMGARDNER

Type or Print Above Name on Above Line: Linda Baumgardner
(Linda E. Baumgardner)

Type or Print Above Signature on Above Line

Signature of Secured Party: GINA JORDAN
(GINA JORDAN C.S.P.)

Type or Print Above Signature on Above Line

Handwritten notes: 12-21-88

BOOK

531 PAGE 106

STATE OF MARYLAND

274199

FINANCING STATEMENT FORM UCC-1

Identifying File No. 1411

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WAYNE E. THOMAS & ROCHELLE E. FLEMING

Address 514 WHITE RD, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name MFC FINANCIAL SERVICES

Address P.O. BOX 400

ELFE BURNING, MD, 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 12.00

RECORD TAX 35.00

POSTAGE .50

M339290 C345 R01 T10#48

08/16/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

12.00
35.00
1.50
47.50

Wayne Thomas
(Signature of Debtor)

Type or Print Above Name on Above Line

Rochelle E. Fleming
(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

Type or Print Above Signature on Above Line

ROCHELLE E. THOMAS

GINA JORDAN

BOOK

531 PAGE 107

STATE OF MARYLAND

274200

14088

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name

Address

2. SECURED PARTY

Name

Address

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORDED FOR
INDEXED
EMERGENCY COPY
MCM

RECORD FEE 1.00
RECORD FEE 10.00
RECORD TAX 10.50
POSTAGE .50

WO

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

837220 2345 R01 T1048
08/16/88

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

RICKY D. RICHMOND
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

GUYA JORDAN C.S.R.

Type or Print Above Signature on Above Line

10.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2100.00

If this statement is to be recorded in land records check here.

This financing statement Dated AUG 3, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

141301

1. DEBTOR

Name CAROL ELLINGSWORTH AND TIMOTHY SEIBEL

Address 2111 PARKER DR ANNAPOLIS, MD 21403

2. SECURED PARTY

Name AVAL FINANCIAL SERVICES

Address PO BOX 887 GLEN LORNE, MD 21041

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

NO RECORD FEE 12.00
M RECORD TAX 17.50
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

#339300 1345 R01 T1048
08/16/88

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Carol Ellingsworth
(Signature of Debtor)

CAROL ELLINGSWORTH

Type or Print Above Name on Above Line

Timothy Seibel
(Signature of Debtor)

TIMOTHY SEIBEL

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA D CARTER CSR

Type or Print Above Signature on Above Line

1730
17.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated JULY 11, 1978 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

#13922

1. DEBTOR

Name MATTHEW MYERS AND THOMAS
Address 401 N. BAY RIDGE DRIVE, BALTIMORE, MD 21201

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 101, GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above. RECORD FEE 12.00

3. Maturity date of obligation (if any) _____

RECORD TAX 24.50
POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee: 8339310 C345 R01 T10#49
09/16/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Matthew Myers Jr
(Signature of Debtor)

Type or Print Above Name on Above Line

Matthew Myers
(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

Type or Print Above Signature on Above Line

24.50
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1455.54

If this statement is to be recorded in land records check here.

This financing statement Dated JULY 22, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: VERNON AND DOLLY WEEMS
Address: 3466 ANDREWS CT #201
LAUREL MD 20707

#14276

2. SECURED PARTY

Name: AVCO FINANCIAL SERVICES
Address: PO BOX 997 GLEN BURNIE, MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

8539320 C345 R01 T10449

08/16/88

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Vernon H Weems Jr
(Signature of Debtor)

VERNON WEEMS
Type or Print Above Name on Above Line
Dolly Weems
(Signature of Debtor)

DOLLY WEEMS
Type or Print Above Signature on Above Line

Monica D Carter
(Signature of Secured Party)

MONICA D CARTER CSR
Type or Print Above Signature on Above Line

12 10.50 .50

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 08-15-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STEVEN B. MYSIUK
Address 1100 LINDSEY CT ST NEAPE, MD 20785

2. SECURED PARTY

Name AND FINANCIAL SERVICES
Address 800 JOY RD GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 8-3-90

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE .50

#339330 0345 R01 T10#49

08/15/88

Steven B. Mysiuk
(Signature of Debtor)

STEVEN B. MYSIUK
Type or Print Above Name on Above Line

Rebecca Mysiuk
(Signature of Debtor)

REBECCA MYSIUK
Type or Print Above Signature on Above Line

Jayce M. Kaley
(Signature of Secured Party)

Type or Print Above Signature on Above Line

10.50
.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 11/5, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JEROME BUTLER AND SYLVIA

Address 322 W BENDLAND RD GAITHERSBURG, MD 20878

2. SECURED PARTY

Name AVI FINANCIAL SERVICES

Address 100 ROCKY HILL BLVD SUITE 1000 FARMERS BRANCH, MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 12.00

RECORD TAX 14.00

POSTAGE .50

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

REGISTRATION FEE 110.50

Name and address of Assignee

09/16/88

CERTAIN BUSINESS TOOLS AND OTHER CONSUMERS PERSONAL PROPERTY

Fishing Gear
Stereo Equip
(3) TV
PCR

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jerome V Butler
(Signature of Debtor)

JEROME BUTLER

Type or Print Above Name on Above Line

Sylvia Butler
(Signature of Debtor)

SYLVIA BUTLER

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA D CARTER CSP

Type or Print Above Signature on Above Line

12-14-88

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1031.50

If this statement is to be recorded in land records check here.

This financing statement Dated AUG 2, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RANDOLPH AND TONYON MOORE #141300
Address 704 CONGRESS ST GLEN BURNIE, MD 21061

2. SECURED PARTY

Name ANCO FINANCIAL SERVICES
Address PO BOX 957 GLENBURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE .05
POSTAGE .45

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Randolph Moore
(Signature of Debtor)

RANDOLPH MOORE
Type or Print Above Name on Above Line

Tonyon S. Moore
(Signature of Debtor)

TONYON S. MOORE
Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA D. CARTER CSR
Type or Print Above Signature on Above Line

12 10 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1774.07

If this statement is to be recorded in land records check here. 1429

This financing statement Dated 7-15-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDITH A. & PAUL D. BREZLER

Address 288 CARROLL RD. BASSETT, MD. 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 607

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7-20-91

4. This financing statement covers the following types (or items) of property: (list)

- camping equip
- firearms
- garden equip
- guitar
- camera
- fishing gear
- workshop equip

Name and address of Assignee

MD
 RECORD FEE 12.00
 RECORD TAX 14.00
 POSTAGE .50

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Edith A. Brezler
(Signature of Debtor)

EDITH A. BREZLER
Type or Print Above Name on Above Line
Paul D. Brezler
(Signature of Debtor)

PAUL D. BREZLER
Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.P.
Type or Print Above Signature on Above Line

12 14 50

433270 0345 R01 T10#52
08/16/88

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 7-31-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

14271

Name HELEN J. & SCOTT F. BURTON

Address 117 BAR HARBOR RD. BACARENA, MD. 21122

2. SECURED PARTY

Name AMCC FINANCIAL SERVICES

Address P.O. BOX 907

OLEX BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Weight Lifting Equip.
Camera
Clock Radio
Fishing Gear
Stereo Equip

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 24.50
POSTAGE .50

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

8389320 0345 R01 T10452
08/16/88

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Helen J. Burton
(Signature of Debtor)

HELEN J. BURTON
Type or Print Above Name on Above Line

Scott Burton
(Signature of Debtor)

SCOTT F. BURTON
Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.P.
Type or Print Above Signature on Above Line

12-24.50 .50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1751.00

If this statement is to be recorded in land records check here.

This financing statement Dated AUGUST 5, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RUTH AND EDWIN BAKER

Address 211 PATTERSON DR. ROCKVILLE, MD 20850

2. SECURED PARTY

Name ANCO FINANCIAL SERVICES

Address 800 OLD GUY CLARK CENTER, MD 21081

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00

RECORD FEE 14.00

POSTAGE .50

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

35mm Canon Camera
Stereo Equip
19" Color Toshiba TV
Sony VCR

Name and address of Assignee

08/16/89

CERTAIN HOUSEHOLD GOODS AND TOYS ARE CONSIDERED PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ruth D Baker

(Signature of Debtor)

RUTH BAKER

Type or Print Above Name on Above Line

Edwin Baker

(Signature of Debtor)

EDWIN BAKER

Type or Print Above Signature on Above Line

Monica D. Carter

(Signature of Secured Party)

MONICA D CARTER CSR

Type or Print Above Signature on Above Line

121450

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1211.65

If this statement is to be recorded in land records check here.

This financing statement Dated JULY 15, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FREDERICK AND JOYCE JOHNSON
Address 196 EHRTER DR #204 LAUREL, MD 20707

2. SECURED PARTY

Name AVCO
Address PO BOX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 12.00

RECORD TAX 10.50

POSTAGE .50

#339400 C345 R01 T10154

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

08/16/88

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Frederick Johnson
(Signature of Debtor)

FREDERICK JOHNSON
Type or Print Above Name on Above Line

Joyce Johnson
(Signature of Debtor)

JOYCE JOHNSON

Type or Print Above Signature on Above Line

Monica D Carter
(Signature of Secured Party)

MONICA D CARTER C SR

Type or Print Above Signature on Above Line

12 10 50 50

800*

531 PAGE 118

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

274211

Identifying File No. 14237

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2270.00

If this statement is to be recorded in land records check here.

This financing statement Dated 7-12-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STEVEN M. & JONI D. GULLEY
Address 652 OLD STAGE RD. GLEN BURNE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURNE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

- BICYCLE
COMPUTER
VCR
VIDEO CAMCORDER

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50

OMO

#339410 0345 R01 T10454

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 08/16/88

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor (Steven M. Gulley)

STEVEN M. GULLEY
Type or Print Above Name on Above Line

Signature of Debtor (Joni D. Gulley)

JONI D. GULLEY
Type or Print Above Signature on Above Line

Signature of Secured Party (Gina Jordan)

GINA JORDAN C.S.P.
Type or Print Above Signature on Above Line

12
1750.50

(county)

BOOK 531 PAGE 119

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 268437 recorded in Liber 514, Folio 229 on July 6, 1987 (date)

1. DEBTOR(S):

Name(s): John H. & Jeny-Lynn Helm
Address(es): 13 Rickover Court
Annapolis, MD 21401

2. SECURED PARTY:

Name: First Federal Savings & Loan Association of Annapolis
Address: 2024 West Street
Annapolis, MD 21401

Person and Address to whom Statement is to be returned if different from above.

WO RECORD FEE .00
POSTAGE .50
REC-940 (345 R01) 710-21

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. () CONTINUATION. The original Financing Statement referred to above is still effective.
4. (X) TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. () ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. () AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. () RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
REC-940 (345 R01) 710-22
08/15/88

8.

9. DEBTOR:

SECURED PARTY:

Blank lines for Debtor signature and name.

First Federal Savings and Loan Association of Annapolis
By Linda Armstrong
Linda Armstrong, Asst. VP, Loan Servicing
(Type Name and Title)

10-50

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record:	<input type="checkbox"/> Land	}	Liber	505	Folio	585	File No.	265004
	<input checked="" type="checkbox"/> Financing Statement		Date of Financing Statement				12-04-86	

DEBTOR (OR ASSIGNOR)

Name	Address
Omega Drywall Ltd.	2129 Baldwin Avenue Crofton, Maryland 21114

RECORD FEE 10.00
 POSTAGE .50
 #330990 0345 R01 110422
 09/16/88

SECURED PARTY (OR ASSIGNEE)

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

Dated: 8/2, 1988. By Danna J. Stevens
Secured Party (or Assignee)

Mail to: First American Bank of Virginia
P. O. Box 1000
Winchester, Virginia 22601

15.00

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE We "One" Inc. T/A Fantastic Sams
546 Benfield Road (Name or Names) Severna Park, MD. 21147
(Address)

LESSEE (Name or Names) CFSL2884
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association
Of LESSOR (Name or Names) Baltimore, Maryland 21234
2001 E. Joppa Road (Address)

4. This financing Statement covers the following types (or items) of property:

One - Fantastic Sams Illuminated Box Sign

RECORD FEE 12.00

POSTAGE .50

#33050 1345 R01 T10+27

08/16/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE We "One" Inc. T/A Fantastic Sams
By: Patricia Hoffman Pres. (Title)
Patricia Hoffman Pres. (Type or print name of person signing)
By: (Title)
(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T. Hill Pres. (Title)
Gordon T. Hill (Type or print name of person signing)

Return to:
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

12501

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: February 1, 1988

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): D. Boone Wayson

ADDRESS: 816 Coachway Drive
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

A Limited Partnership unit in the American Beeper Associates Limited Partnership

WO
RECORD FEE .10
RECORD FEE 10.90
POSTAGE .50
#339140 C345 R01 T10435
08/16/88

DEBTOR(S):

D. Boone Wayson
(Company Name)

BY: *[Signature]*

BY: D. Boone Wayson

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: *[Signature]*
(Authorized Signature)

John M. Crook Senior Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11/80

274214

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

PARRISH, WILLIAM & KATHERINE
8231 ALNEY COURT
PASADENA, MD 21122

2 Secured Party(ies) and address(es)

HEIN BROS, INC
7320 RITCHIE HIGHWAY
GLEN BURNIE, MD, 21061

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00

POSTAGE .50

#339150 0345 AM 110436

08/15/88

4 This financing statement covers the following types (or items) of property

SPA
LIBERATED AT - 8231 ALNEY COURT
PASADENA, MD 21122

5 Assignee(s) of Secured Party and Address(es)

SECURITY PACIFIC
7310 RITCHIE HIGHWAY
STE 404
GLEN BURNIE, MD 21061

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No of additional Sheets presented

Filed with:

X William Parrish

By X Katherine V. Parrish
Signature(s) of Debtor(s)

By Shirley Parada
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

17.5 STANDARD FORM - FORM UCC-1.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Harundale Youth Sports League
Address P.O. Box 98 Glenn Burnie, MD 21061

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
Wes Des Moines, Iowa 50265-009

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 755 Utility Tractor s/n M00755A475032
- New John Deere 261 Mower s/n M00261X575120
- New 135 Rear Blade

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

WO RECORD FEE 1.10
 RECORD FEE 9.90
 POSTAGE .50
 #339170 0345 R01 T10#36
 08/16/88

Harundale Youth Sports League
(Signature of Debtor)

Harundale Youth Sports League
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

John Deere Company

Type or Print Above Signature on Above Line

118

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert Proctor
Address 3543 Jamestown Rd., Davidsonville, MD 21035

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
West Des Moines, Iowa, 50265-009

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- New J.D. 755 Utility Tractor S/N M007550436415
- New J.D. 261 Rear mower S/N M00261X575196
- New J.D. #7 Backhoe S/N 3983
- New J.D. #70 Loader S/N M00070A110928
- New J.D. 5ft Box scraper S/N TY0050A2082
- New J.D. 135 Rear blade
- New J.D. 550 Tiller
- New 6' York rake

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

Robert Proctor
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

ON RECORD FEE 11.00
POSTAGE .50
#339190 C345 R01 T10437
08/16/88

115



3007 531 PAGE 126

274217

31731-40

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST IF AN INDIVIDUAL) Cintronix, Inc.			14. SOCIAL SECURITY OR FEDERAL TAX NO.		
18. MAILING ADDRESS 913 Commerce Road		19. CITY, STATE Annapolis, MD		20. ZIP CODE 21401	
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST IF AN INDIVIDUAL)			24. SOCIAL SECURITY OR FEDERAL TAX NO.		
28. MAILING ADDRESS		29. CITY, STATE		20. ZIP CODE	
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)			34. FEDERAL TAX NUMBER		
4. SECURED PARTY NAME: Epson America, Inc. MAILING ADDRESS: P.O. Box 2843 CITY: Torrance STATE: CA ZIP CODE: 90509			44. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.C.A. NO.		
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME: MAILING ADDRESS: CITY: STATE: ZIP CODE:			54. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.C.A. NO.		

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL.

NOT SUBJECT TO A RECORDATION TAX

WO RECORD FEE 11.00
POSTAGE .50
#338570 C345 R01 T10:01
08/16/88

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/>
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (ii) <input type="checkbox"/>	
9. SIGNATURE (S) OF DEBTOR (S) <i>X CINTRONIX INC</i> DATE <i>8/1/88</i> <i>William H. Duman</i>		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) C O D E 1 2 3 4 5 6 7 8 9 0
TYPE OR PRINT NAME (S) OF DEBTOR (S) Cintronix, Inc.		
SIGNATURE (S) OF SECURED PARTY (IES) <i>Donald St. James</i> Epson America, Inc.		
TYPE OR PRINT NAME (S) OF SECURED PARTY (IES) Epson America, Inc.		
11. RETURN COPY TO: NAME: DATA-FILE SERVICES, INC. ADDRESS: 1728 OLYMPIC BLVD. CITY: SANTA MONICA, CA 90404 STATE: ZIP CODE:		

FORM UCC-1

531 126 A

31731

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 2

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:
Epson America, Inc.
P.O. Box 2843
Torrance, CA 90509

DEBTOR:
Cintronix, Inc.
913 Commerce Road
Annapolis, MD 21401

DEBTOR hereby grants to SECURED PARTY a continuing Security Interest in:
All inventory of goods and merchandise now held or hereafter acquired by DEBTOR
bearing the tradename(s) and/or trademark(s) "EPSON" either singly or in combination
with any other word or words, together with all additions and accessions thereto ~~and~~
~~all accounts, contract rights, documents, instruments, general intangibles and~~
~~chattel papers of DEBTOR now existing or hereafter arising out of or with respect to~~
~~such inventory and all proceeds of all the foregoing.~~

Cintronix, Inc.

Epson America, Inc.

Mrs. Lorelei F. Derian
for Lorelei F. Derian
Filing Officer Copy

Alvin H. Lewis
SECURED PARTY

3

SHEET No.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Batchelor Excavating
Address 111 Maryland Ave., Edgewater, MD 21037

2. SECURED PARTY

Name Furnival Machinery Co.
Address 7135 Standard Dr., Hanover, MD 21076
2240 Bethlehem Pike, Hatfield, PA. 19440
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Komatsu PC200LC-3 Hydraulic Excavator
Serial # 32989

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Proceeds are to be kept separate and apart.

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#193140 0040 R04 T15157
08/16/88

[Handwritten Signature]

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

[Handwritten Signature]

Type or Print Above Signature on Above Line

11.00
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR CONTRACT # 29820 - 815072

Name ROBERT LEE LAWRENCE
Address 808 RICHARDSON DRIVE, HARWOOD, MD 20776

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE
UPPER MARLBORO, MD 20772
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 KUBOTA G6200H TRACTOR, SERIAL #32691
- 1 KUBOTA RC48G MOWER, SERIAL #19896

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"
CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert Lee Lawrence
(Signature of Debtor)

ROBERT LEE LAWRENCE
Type or Print Above Name on Above Line

(Signature of Debtor)

Peter A. Groff
(Signature of Secured Party)

PETER A. GROFF

RECORD THE
POSTAGE
#192990 0040 004 004
30
34
15-00

17 00
.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 28 July 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Davis' Pub, Inc.
Address 400 Chester Avenue, Annapolis, Maryland 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401
RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

08/16/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles at the following locations 400 Chester Avenue, Annapolis, Maryland 21403 and 3456 Pike Ridge Road, Edgewater, Maryland 21037.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Davis' Pub, Inc.

By: (Signature of Debtor)

Lee T. Troutner, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Michaela C. Troutner, Treasurer
Type or Print Above Signature on Above Line

Bay National Bank

(Signature of Secured Party)

John J. Feldman III Vice President

Type or Print Above Signature on Above Line

BOOK 531 PAGE 130

274221

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Last Name First and Address(es) HARRIS ELLSWORTH E. HARRIS CHRISTINE 1254 COLLINS AVE ODENTON MD 21113		2. Secured Party(ies) Name(s) and Address(es) CHESAPEAKE MOBILE HOMES, INC. P.O. BOX 288 MILLERSVILLE, MD 21108		3. <input type="checkbox"/> The Debtor is a transmitting utility	
5. This Financing Statement covers the following types (or items) of property 1988 IMPERIAL SOVEREIGN 28 X 60 SERIAL # 892525AB AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.		6. Agreement(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 24 WOODBRIDGE, VA 22191		4. For filing purposes only: Filing No. Filing Office POSTAGE .50 #192820 0040 R04 T15117 08/16/88	
8. Describe Real Estate Here 1.45 acres		9. Name of a Rented Owner		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)	
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input checked="" type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)			

By: HARRIS ELLSWORTH E. HARRIS CHRISTINE CHESAPEAKE MOBILE HOMES, INC.
Ellsworth E Harris *Christine Harris*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (1) FILING OFFICER COPY—NUMERICAL (Required only if Item 10 is checked)

(3-83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274222

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$90.16

If this statement is to be recorded in land records check here. []

This financing statement Dated July 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

COST \$12,880.00 - \$500.00 X \$3.50 = \$90.16

1. DEBTOR

Name Auto Body Plus, Inc. Address 550 Crane Highway, Unit 20, Glen Burnie, MD 21061

2. SECURED PARTY

Name Concord Commercial Corporation Address 210 Goddard Blvd., King of Prussia, PA 19406

Handwritten mark resembling a stylized '9' or '7'.

7396-2 VB

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- (1) OMP Semi Down Draft Paint Booth Model SDDB25149

Name and address of Assignee

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) RECORD FEE 11.00 RECORD TAX 91.00 POSTAGE .50 [] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) #340210 C345 R01 T15#18 08/16/88

- [] (Proceeds of collateral are also covered) [] (Products of collateral are also covered)

Signature of Debtor: Sandra Grulich

Auto Body Plus, Inc. Type or Print Above Name on Above Line SANDRA GRAULICH (Signature of Debtor)

Type or Print Above Signature on Above Line

91.50

Signature of Secured Party: John M. Toano

Concord Commercial Corporation Type or Print Above Signature on Above Line John M. Toano



AA 26

274223

BOOK 531 PAGE 132

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Chesapeake Sprinkler Company, Inc 7221 Grayburn Drive Glan Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Commercial Loan Dept. ATT. Gloria Bolton</p> <p style="text-align: center;">Return to Secured Party</p>
--	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Sprinkler Contraction (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E Other

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 29,000.00

WFO

RECORD FEE 11.00
RECORD TAX 203.00
POSTAGE .50
M12200 0046 R04 T15119
08/16/88

DEBTOR:

SECURED PARTY:

Chesapeake Sprinkler Company, Inc.
(Type Name)

SIGNET BANK/MARYLAND

By: Gerald A. Muccioli

By: David J. Anderson
David J. Anderson, President

Gerald A. Muccioli, Assistant Vice President
(Type Name)

By: _____

8/10/88 19____
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

11.00
203.00
 .50

214.50

File No. _____
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records (For Fixtures Only).
X Subject to Recordation Tax on principal amount of \$13,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Columbia Grounds Management, Inc.	8009 E. Old Jessup Road Jessup, Md 20794

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):

1988 Hustler 340 Tractor Ser. No. HU923292 W/ 72" Mower Deck #HU923250

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

OM RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50
HISTORIC 0040 004 T15439
08/16/90

5. Proceeds) of the collateral are also specifically covered.
Products)

Debtor

Secured Party (Assignee)

Columbia Grounds Management, Inc.

THE CITIZENS NATIONAL BANK

By: Brian W. DeVan
Brian W. DeVan, President

By: J. E. Harrison
J. E. Harrison, Vice President

By: _____

Type or print all names and titles under signatures.

11.00
91.00
 .50

102.50

274225

BOOK 531 PAGE 131

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Fidelity Mortgage Corporation
Address Suite E33, 790 Ritchie Highway, Severna Park, MD 21141

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 500 N. Calvert Street
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(See Attached Schedule of Collateral)

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) _____ crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

AMERICAN FIDELITY MORTGAGE CORPORATION

By: [Signature]
(Signature of Debtor)

Vincent A. Ambrosetti President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

By: [Signature]
(Signature of Secured Party)

Leroy Herman

Type or Print Above Name on Above Line

WO RECORD FEE 13.00

13.00

AA 60

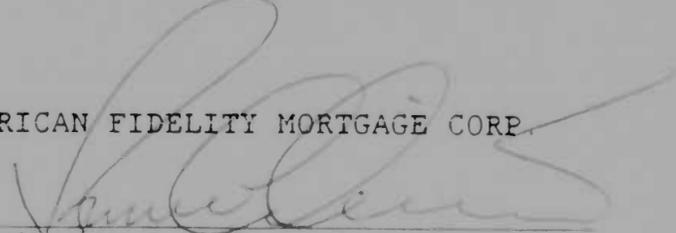
88 AUG 16 PM 3:55
H. ERLE SCHAFER
CLERK

SCHEDULE OF COLATERAL
AMERICAN FIDELITY MORTGAGE CORPORATION/
BALTIMORE FEDERAL FINANCIAL, F.S.A.

<u>Quantity</u>	<u>Description</u>
1	Ricoh FAX20 Facsimile Machine, Serial No: R2470701230
1	Ricoh FAX20 Facsimile Machine, Serial No: R2470701239
1	Ricoh FAX20 Facsimile Machine, Serial No: R2470701241
6	R6030 oak desk, 60" x 30"
3	R-SEC oak secretarial desk, right hand
1	R7263 oak executive des, 72" x 36"
1	72 oak credenza
2	R-2DL oak lateral file
5	JS4 beige 60" x 60" acoustical screens
3	PL110 high back chairs in Homespun
11	PL10 low back chairs in Homespun
1	PL40 secretarial chair in Homespun
1	Chairworld #242 high back chairs in oak and smoke
1	Bevis 3672 medium oak conference table
4	#410 stack chairs, brown
1	Allied SF500 48" round table, teak top,
2	Metalstand FLF 2L-36 putty 5-drawer lateral file
1	#254SLW dark oak end table

<u>Quantity</u>	<u>Description</u>
1	Oak center drawer
5	#243 chair, oak and smoke
2	R-SEC oak secretarial desk, left hand
2	PL10 low back chairs in Homespun

AMERICAN FIDELITY MORTGAGE CORP.

By: 
Vincent A. Ambrosetti President

0877W

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Fidelity Mortgage Corporation
Address Suite E33, 790 Ritchie Highway, Severna Park, MD 21141

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 500 N. Calvert Street

Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 15, 1992

4. This financing statement covers the following types (or items) of property: (list)

- 2 AT&T Model 3B21310 F Configuration Computers w/ 10 terminals
- 2 AT&T Software "Mortgageline"

WO RECORD FEE 11.00
MORTGAGE CO-OP INC 115-05
08/16/92

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

AMERICAN FIDELITY MORTGAGE CORPORATION

By: [Signature]
(Signature of Debtor) President

Vincent A. Ambrosetti
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

By: [Signature]
(Signature of Secured Party)

(Signature of Debtor)
Type or Print Above Signature on Above Line

Leroy Herman
Type or Print Above Name on Above Line

11.00

AA Co.

25065

183

BOOK 531 PAGE 138

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. N/A

RECORDED IN LIBER 515 FOLIO 461 ON July 28, 1987 (DATE)

1. DEBTOR

Name Sellman Estates Limited Partnership, a Maryland limited partnership
Address 6600 Heritage Hill Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Fedstar Savings Bank, F.S.B.
Address 119- 125 North Washington, Street, Alexandria, Virginia 22314

Andrew Shank, Esq., Miles & Stockbridge, 10 Light St., Balt., MD. 21201
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: <u>See Exhibit A</u></p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Citizens Bank and Trust Company of Maryland 6200 Baltimore Boulevard, Riverdale, Maryland 20737</p>	

RECORD FEE 10.00
POSTAGE .50
HSA1560 C345 R01 T15#10
08/17/88

FEDSTAR SAVINGS BANK, F.S.B.

By: Paul H. Mylander

Print Name: Paul H. Mylander

Dated 7/8/88

Title: Senior Vice President

1550

Return to:
WHEELER & KORPECK
932 Bonifant Street
Silver Spring, Maryland 20910

Exhibit A

Lots numbered Thirty-one (31) through Forty-two (42), both inclusive, Forty-nine (49), Fifty (50) and Fifty-one (51) in Block lettered "B" and Lot numbered Sixteen (16) in Block lettered "C" in the subdivision known as "Sellman Estates", as per plat thereof recorded among the Land Records of Prince George's County, Maryland, in Plat Book NLP 129 at plat 87; and

Lots numbered Forty-three (43) through Forty-eight (48), both inclusive, and Lots numbered Fifty-two (52) through Fifty-six (56), both inclusive, in Block lettered "B", and Lots numbered Seventeen (17) through Twenty (20), both inclusive, in Block lettered "C" in the subdivision known as "Sellman Estates", as per plat thereof recorded among the Land Records of Prince George's County, Maryland, in Plat Book NLP 129 at plat 88; and

Lots numbered Four (4) and Five (5) in Block lettered "A" and Lots numbered Fifty-seven (57) through Seventy (70), both inclusive, in Block lettered "B" in the subdivision known as "Sellman Estates", as per plat thereof recorded among the Land Records of Prince George's County, Maryland, in Plat Book NLP 129 at plat 89.

35065

BOOK 531 PAGE 140

274227

3 of 3
f.l.

FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer
pursuant to the Maryland Uniform Commercial Code.

1.	NAME AND ADDRESS OF DEBTORS:	Sellman Estates Limited Partnership 6600 Heritage Hill Drive Glen Burnie, Maryland 21061
----	---------------------------------	---

2.	NAME AND ADDRESS OF SECURED PARTY:	Citizens Bank and Trust Company of Maryland 6200 Baltimore Boulevard Riverdale, Maryland 20737 Attn: Joseph A. Hulseberg
----	---------------------------------------	--

WO
RECORD FEE 20.00
PAGE .50
87-1580 C345 R01 T1541
08/17/88

3. This Financing Statement covers all right, title and
interest of the Debtors in and to the following types (or items)
of property:

(a) All personal property of any kind or nature
whatsoever, whether tangible or intangible and whether now owned
or hereafter acquired, which is used in the construction of, or
is placed upon, or is derived from or used in connection with the
maintenance, use, occupancy or enjoyment of, the Property (here-
inafter defined), including, without limitation, (i) all building
materials, fixtures, equipment and other tangible personal
property of every kind and nature whatsoever (other than con-
sumable goods, and trade fixtures or other personal property
owned by tenants occupying the Property), (ii) any franchise or
license agreements and management agreements entered into with
respect to the Property or the business conducted therein (pro-
vided all of such agreements shall be subordinate to the Deed of
Trust (hereinafter defined), and the Secured Party shall have no
responsibility for the performance of the Debtors' obligations
thereunder), and (iii) all plans and specifications, contracts

20

- 50

and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust Modification and Restatement Agreement of even date hereof (the "Deed of Trust") executed by the Debtors for the benefit of Joseph A. Hulseberg and Richard C. Bandiere, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of

damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtors certify that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTORS:

SELLMAN ESTATES LIMITED
PARTNERSHIP

By: THE NEW LIFE GROUP, INC.
General Partner

By: [Signature] (SEAL)
Its: [Signature]

MJM DEVELOPMENT CORPORATION

By: THE NEW LIFE GROUP, INC.
Attorney in fact pursuant to
Special Power of Attorney dated
February 24, 1981.

By: [Signature] (SEAL)
Its: [Signature]

Filing Officer: After recordation, please return this Financing Statement to:

Marjorie H. Wax, Esq.
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

EXHIBIT A

Lots numbered Thirty-One (31) through Forty-Two (42), both inclusive, Forty-Nine (49), Fifty (50) and Fifty-one (51) in Block lettered "B" and Lot numbered Sixteen (16) in Block lettered "C" in the subdivision known as "Sellman Estates", as per plat thereof recorded among the Land Records of Prince George's County, Maryland, in Plat Book NLP 129 at plat 87; and

Lots numbered Forty-three (43) through Forty-eight (48), both inclusive, and Lots numbered Fifty-two (52) through Fifty-six (56), both inclusive, in Block lettered "B", and Lots numbered Seventeen (17) through Twenty (20), both inclusive, in Block lettered "C" in the subdivision known as "Sellman Estates", as per plat thereof recorded among the Land Records of Prince George's County, Maryland, in Plat Book NLP 129 at plat 88; and

Lots numbered Four (4) and Five (5) in Block lettered "A" and Lots numbered Fifty-seven (57) through Seventy (70), both inclusive, in Block lettered "B" in the subdivision known as "Sellman Estates", as per plat thereof recorded among the Land Records of Prince George's County, Maryland, in Plat Book NLP 129 at plat 89.

Cranska

BOOK 531 PAGE 144

274228

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es) JEFFREY P. CRANSKA MARY L. CRANSKA 723 Hillcrest Drive Annapolis, MD 21401		2 Secured Party(ies) Name(s) and Address(es) ATLANTIC FINANCIAL FEDERAL 3250 N. Fifth Street Highway Reading, PA 19605		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property: Any and all machinery, equipment, furniture and fixtures of Obligor, whether now owned or hereafter acquired, including without limitation, the equipment more fully described on Schedule "A" attached hereto. <input checked="" type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es)		4 For Filing Officer Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE .50 HILLSDALE COUNTY ROOM 715-36 08/17/88	
8 Describe Real Estate Here 1227 Green Holly Drive, Annapolis, Anne Arundel County, Maryland		9 Name of a Record Owner		7 <input type="checkbox"/> The described crops are growing or to be grown on. <input checked="" type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate in Item 8.)	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this state, or <input type="checkbox"/> when the Debtor's location was changed to this State		The amount of debt being secured hereby is \$100,000.00.		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	

By *Jeffrey P. Cranska* ATLANTIC FINANCIAL FEDERAL
 By *Mary L. Cranska* Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(5/83) STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

SCHEDULE "A"

- 1 E & D Ultrasonic cleaner
- 1 Dentsply Cavitron 3000 with 3 unitips
- 2 Viva silamist amolgators
- 2 3M curing light
- 2 Denta/EZ hand held cups
- 2 Denta/EZ HUC suction H/P with hose
- 2 Star Titan II system including 5K meter, 2 angle drive, L/T head, drophy head, FG head
- 4 Star angle drive
- 2 Star 5 star proplay angles
- 10 Denta/EZ plastic tubs
- 10 Denta/EZ plastic trays
- 1 Denta/EZ WC-210 solenoid with filter
- 1 Denta/EZ MC-201 suction pump
- 2 Denta/EZ Daray tract light 9' with auto slavable handle
- 2 Denta/EZ Doctor Stool series 8 with saddle seat and foot platform
- 2 Denta/EZ assistant's stools series 3
- 1 GE 770-X-Ray
- 1 MDT Chemclave 5000
- 2 Star 430 SWL handpiece with HC
- 2 Star 430K high speed with AC
- 1 Denta/EZ Drs. DPC including fiber optic for 1H/P 6" equipment module water heater
- 2 Denta/EZ dual access work center, XMU Section, fiber optic for 1H/P, long UMB for assistant's cart, assistant's ARO, water heater
- 1 Denta/EZ 6" equipment module
- 2 Denta/EZ JSAR 13 chair with auto positioning and return

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Copies: _____
 Check Payment: _____

A.A. Co. FEE 11.00
 A/C# 05880
 POSTAGE .50
 1183400 0040 R04 115137
 08/17/88

1. Debtor(s) (Last Name First and Addressed)

The Wexford Construction Corp.
 P.O. Box 29
 Pasadena, MD 21122

2. Secured Party(ies) Name(s) and Address(es)

Alban Tractor Co., Inc.
 P.O. Box 9595
 Baltimore, MD 21237

3. (a) This statement refers to original Financing Statement bearing File No. 268960 pg. 455 lib. 515
 Filed with Anne Arundel Co. Date Filed August 1987
 (b) If the original Financing Statement has previously been continued (Set the Filing No. of the last continuation filed.)
 (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer

4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
7. Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. One (1) Caterpillar Model D4H Tractor
 S/N 8PB01329

ASSIGNEE OF THE SECURED PARTY:
 First Interstate Credit Alliance, Inc.
 P.O. Box 1680
 500 DiGiulian Blvd.
 Glen Burnie, MD 21061

10. Signatures:

By _____
 Debtor(s) (necessary only if item 7 is applicable)

By [Signature]
 Alban Tractor Co., Inc.

11.00
 (1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

Secured Party(ies)
 Standard Form Approved by
 N. C. Sec. of State
 and other States shown above.

UCC-3

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
XX Subject to Recordation Tax on prin-
cipal amount of \$ 25,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
SERVICE MOTORS, INC.	950 Wieker Road Severn, MD 21144

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):
62 - 490 Smart Engine Analyzer
13 - 110 Dual Trace Scope
32 - 570C31 Distributorless Ignition Tester complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

RECORDS FEE 11.00
RECORDS TAX 175.00
POSTAGE .50
#193470 C040 R04 TL6197
06/17/99

5. XX Proceeds)) of the collateral are also specifically covered.
Products)

Debtor

Secured Party (Assignee)

SERVICE MOTORS, INC.

THE CITIZENS NATIONAL BANK

By: Thomas W. Haymes, President

By: Patrick G. Nolan, Assistant Vice President

By: James T. O'Rourke, Vice President

By: William T. Tolle, Asst. Treasurer

Type or print all names and titles under signatures.

11.00
175.00

186.50

A.A.CTY

BOOK 531 PAGE 148

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 523

Page No. 510

Identification No. 271877

Dated 3/4/83

1. Debtor(s) { PASADENA FURNITURE + APPLIANCE Co., INC.
 Name or Names - Print or Type
2926 MOUNTAIN RD PASADENA MD 21122
 Address - Street No. City - County State Zip Code

2. Secured Party { MARYLAND NATIONAL BANK
 Name or Names - Print or Type
PO BOX 987 BALTO MD 21203
 Address - Street No. City - County State Zip Code
MS 500501

3. Maturity Date (if any) N/A

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

WO RECORD FEE 10.00
 POSTAGE .50
 MARYLAND GOVERNMENT PRINTING OFFICE
 03/17/83

Dated 7/29/88

MARYLAND NATIONAL BANK
 (Name of Secured Party)
Catherine A. Abruzzo, GVP
 (Signature of Secured Party)
CATHERINE A. ABRUZZO
 Type or Print (Include Title if Company)

10.00
5.00

531-149

-150

's not used

8-18-88

531-149

-150

's not used

8-18-88

MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax
 Recordation Tax of \$161.00 on
Principal Amount of \$23,000.00 is enclosed/A.A. County
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: VolvoLand, Inc. T/A Wootton Motor Cars, Inc.
(Name or Names)
8065 S. Ritchie Highway, Pasadena, Maryland 21122
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Signet Bank/Maryland
(Name or Names)
P.O. Box 1077, Baltimore, Maryland 21203 ATTN: James Finch
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:

- 1 Hunter D111T4M Aligner
- 1 Hunter 30-171-1
- 1 Hunter 18-230-1
- 1 Hunter RK
- 1 Hunter 133-41-1
- 1 Hunter 133-35-1
- 1 20-385-1
- 16 106-45-2

WO
RECORD FEE 12.00
RECORD TAX 161.00
POSTAGE .30
M193750 0040 004 71442
09/10/00

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
VolvoLand, Inc.
By: DAVID W WOOTTON J.P.
(Type or print name of person signing) (Title)

SECURED PARTY:
Signet Bank/Maryland
By: Michael R. Cox AVP
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: _____

12-161

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 8-3-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Brown, Earl E., DDS
Address Chatham Executive Park Suite 8A
1410 Crain Highway, N.W.
Glen Burnie, MD 21061
2. SECURED PARTY
Name HPSC, Inc.
Address 25 Stuart Street
Boston, MA 02116

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

Secured Party has the collateral to sell therefore it is exempt from the recordation tax.

Name and address of Assignee

SEE FORM "A" ATTACHED

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

OM RECORD FEE 11.00
H193980 C040 004 11448
08/18/88

Earl E. Brown, DDS
(Signature of Debtor)

Earl E. Brown, DDS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
HPSC, Inc.

Type or Print Above Signature on Above Line

11
8



Form A

Page ___

Earl E. Brown, DDS

Lessee: _____

Schedule to Equipment Lease

Quantity	Mfg.	Item Description
2		Celebrity dental lights
2		A-8 celebrity sink modules
2		Celebrity standard chairs
1		A-4 split module celebrity cabinet w/ drs. drawer cabinet & 2 light kits
2		Dr. stools
2		Asst. stools
2		CM 115 dental units w/ extra syringe
1		LUMIX 70 III X-Ray
1		CV101 vac pump
2		UNC mobile cabinets
1		LSD 2 compressor
1		MCC 46" sterilization center
1		validator autoclave
1		Visilux 2 curing unit
2		Silamat amalgamators
2		slowspeed systems air motor
2		fiber optic high spee systems
1		Fiber optic high speed handpiece
1		Scaler sonicflex
1		Vibrator
1		bead sterilizer
1		plaster trap
1		lathe
1		model trimmer
1		AP 200 processor
1		Ultrasonic bath
2		desl view boxes
2		booster transformers
2		rub racks side load
2		tray racks side load
1		90 KVP X-ray
1		76-7500 ceph Lyo R
1		76-7504 removable head hoder
1		cassette
		Total

Lessee(s): Earl E. Brown, DDS

HPSC, INC., 25 STUART STREET, BOSTON, MA 02116

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)
WINDSOR SHIRT COMPANY
Annapolis Plaza
150 M Jennifer Road
Annapolis, MD 21401

2 Secured Party(ies) Name(s) and Address(es)
PROVIDENT NATIONAL LEASING CORPORATION
Broad and Chestnut Streets
Philadelphia, PA 19101

4 For Filing Officer Date Time No. Filing Office

WO 2153490 0640 R04 T14170
08/18/88

5 This financing Statement covers the following types (or items) of property

One (1) DTS Model 500 Master Register, s/n: GU-588620
One (1) Slip Printer, s/n: 512671
One (1) DTS Model 500 Satellite Register
s/n: GU-588622

6 Assignee(s) of Secured Party and Address(es)

Products of the Collateral are also covered

8 Describe Real Estate Here
Annapolis Plaza
150 M Jennifer Road
Annapolis, MD 21401

This statement is to be indexed in the Real Estate Record

9 Name of a Record Owner

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

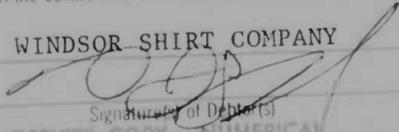
No. & Street Town or City County Section Block Lot

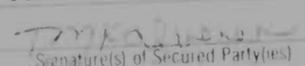
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or Anne Arundel County #1733.06
already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

WINDSOR SHIRT COMPANY

PROVIDENT NATIONAL LEASING CORPORATION

By  Signature of Debtor(s)

By  Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) FILING OFFICER COPY - NUMERICAL
(3/83)

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

A16386

10/31

11.50

Anne Arundel
A16386

BOOK 531 PAGE 155

274234

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alacrity Collections Corporation

Address P.O. Box 586, Riva, MD 21140

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address P.O. Box 13428, Reading, PA 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
- 1-1173 CPU, 4 MB Ram Memory, EMS/170 Disk Drive, M880-119 Track Magnetic Tape, C502 16 port Multiplexor, Emerson Battery Backup (800 Watt)
 - 1-DEC LA Printer
 - 1-Multi Modem 224E
 - 7-Opus 4 CRT Software and Operating Systems (8 Jobs)

Equipment Located at: 177 Defense Highway, Suite C
Annapolis, MD 21140

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PLEASE SIGN
HERE

RECORDS FEE 11.00
POSTAGE .50
OM B154000 0040 R04 T14451
(08/11/80)

[Signature]
(Signature of Debtor)

Alacrity Collections Corporation
Type or Print Above Name on Above Line

SUSAN HAYES PRES
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

AEL Leasing Co., Inc.
Type or Print Above Signature on Above Line

Shirley CAMILLI

11.50

531-156

-157

's not used

8-18-88

53.1-156

-157

's not used

8-18-88

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es)

Chris David Watts and
Bruce Wayne Watts
1330 Yorktown Road
Annapolis, Maryland 21401

2 Secured Party(ies) and Address(es)

Washington Freightliner, Inc.
201 Ritchie Road, P.O. Box 3606
Capitol Heights, Md. 20791

3 Maturity date (if any)

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
#124130 0030 204 115142
08/18/85

WO

4 This financing statement covers the following types (or items) of property:

1-1988 Western Star Truck Serial # 2WLPCCJF9JK921723

1-1988 R/S Body (Dump) Serial #88010053

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corp.
P.O. Box A
College Park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if not already subject to a security interest in another jurisdiction when it was brought into this state which is proceeds of the original collateral described above in which a security interest was perfected)

134469-3

Check if covered Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented

Filed with: ANNE ARUNDEL COUNTY

CHRIS DAVID WATTS AND BRUCE WAYNE WATTS

By: *Bruce W. Watts*
Signature(s) of Debtor(s)

WASHINGTON FREIGHTLINER INC.

By: *[Signature]*
Signature(s) of Secured Party(ies)

FILING OFFICER DDPY-ALPHABETICAL

12-30

BOOK 531 PAGE 159

274237

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es)

Chris David Watts and
Bruce Wayne Watts
1330 Yorktown Road
Annapolis, Md. 21401

2 Secured Party(ies) and Address(es)

Washington Freightliner, Inc.
201 Ritchie Road, P.O. Box 3606
Capitol Heights, Md. 20791

For Filing Officer (Date, Time, Number, and Filing Office)

POSTAGE .50
#194140 0040 PM 11:43
08/18/88

4 This financing statement covers the following types (or items) of property:

1-1976 Mack Truck Serial #RL79LST26987

1- 14 1/2' Steel Heil Body

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED

BY DEBTOR.

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corp.
P.O. Box A
College Park, Md. 20740

134469-3

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

CHRIS DAVID WATTS AND BRUCE WAYNE WATTS

Chris D Watts

WASHINGTON FREIGHTLINER INC.

By: Bruce W. Watts
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy-Alphabetical 12-50

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. Maturity Date (Optional):
1. Debtor(s) (Last Name First) and Address(es): Nicholas Vitucci & Christopher Carey D/B/A Crisnic Construction, Inc. 3383 Horsehead South Laurel, Md. 20707 ANNE ARUNDEL COUNTY	2. Secured Party(ies) Address(es) And Name(s): JOHN C. LOUIS CO., INC. 1805 Cherry Hill Road Baltimore, Md. 21230	4. For Filing Officer: Date, Time, Place 79: E HV 81 90V 88	
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) One (1) Melroe 743 Bobcat Loader with Float Tires & 60" Bucket with Teeth S/N 25693 THIS COVERS A CONDITIONAL SALES CONTRACT. THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX. DEBT EXCEEDS \$200.00 <input checked="" type="checkbox"/> Proceeds of the collateral are also covered. Filed with: <input type="checkbox"/> Sec. of State <input type="checkbox"/> Filing Office of _____ County/City		5. Assignee(s) of Secured Party, Address(es): Clark Equipment Credit Corporation 128 East Front Street Buchanan, Michigan 49107 6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.	
8. Signatures: NICHOLAS VITUCCI & CHRISTOPHER CAREY DBA CRISNIC CONSTRUCTION, INC. By <i>Nicholas Vitucci</i> NICHOLAS VITUCCI Debtor(s) [or Assignor(2)] CHRISTOPHER CAREY (2) Filing Officer Copy - Alphabetical			
		JOHN C. LOUIS CO., INC. By <i>Wilmer S. Davison</i> WILMER S. DAVISON Secured Party(ies) [or Assignee(s)] PRESIDENT FORM UCC	
FINANCING STATEMENT THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY.			

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): P.C. Clark Enterprises, Inc. t/a Annapolis Lighting Company
Address: Forest Plaza Shopping Center
Annapolis, Maryland 21401

2. Name of Secured Party: The Annapolis Banking & Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

OM RECORD FEE 12.00
POSTAGE .50
#343240 0345 R01 T10123
09/19/89

4. This Financing Statement covers the following types (or items) of property: All Business Assets including but not limited to all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor now outstanding or hereafter acquired. All goods and inventory of Debtor which are held or are being prepared for sale or are to be furnished under a contract of service, including raw materials, work in process or materials used or consumed in the business of the Debtor whether now or hereinafter acquired along with all furniture and fixtures now on hand or hereafter acquired.

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s):
P.C. Clark Enterprises, Inc. t/a
Annapolis Lighting Company

by: *Preston C. Clark-Pres*
Preston Clark, President

Secured Party:
The Annapolis Banking & Trust Company
(Type Name of Dealership)

By: *John P. Koehler*
John P. Koehler, Asst. Vice President
(Authorized Signature)
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): P.C. Clark Enterprises, Inc. t/a Annapolis Lighting Company
Address: Forest Plaza Shopping Center
Annapolis, Maryland 21401

2. Name of Secured Party: The Annapolis Banking & Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 12.00
POSTAGE .50
#343250 0345 R01 T10#23
09/19/89

4. This Financing Statement covers the following types (or items) of property: All Business Assets including but not limited to all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor now outstanding or hereafter acquired. All goods and inventory of Debtor which are held or are being prepared for sale or are to be furnished under a contract of service, including raw materials, work in process or materials used or consumed in the business of the Debtor whether now or hereinafter acquired along with all furniture and fixtures now on hand or hereafter acquired.

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form)
The above-described goods are affixed or to be affixed to:

Debtor(s):
P.C. Clark Enterprises, Inc. t/a
Annapolis Lighting Company

by: *Preston C. Clark Pres.*
Preston Clark, President

Secured Party:
The Annapolis Banking & Trust Company
(Type Name of Dealership)

By: *J.P. Koehler, Jr.*
(Authorized Signature)
John P. Koehler, Asst. Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
THE FELSWAY CORPORATION
994 Riverview Drive
Totowa, New Jersey 07512

2 Secured Party(ies) and address(es)
FIRST FIDELITY BANK, N.A.,
NEW JERSEY
550 Broad Street
Newark, New Jersey 07192
Attn: James T. Melone

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#194480 COMD R04 T10108
08/19/88

4 This financing statement covers the following types (or items) of property:

See attached Schedule A.

5 Assignee(s) of Secured Party and
Address(es)

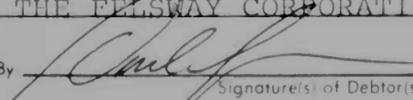
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

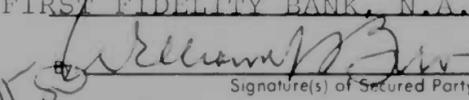
- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with

Anne Arundel County
Clerk

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 1

THE FELSWAY CORPORATION
By 
Signature(s) of Debtor(s)

FIRST FIDELITY BANK, N.A., NEW JERSEY
By 
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

531 103A

SCHEDULE A
TO FINANCING STATEMENT BETWEEN
FIRST FIDELITY BANK, N.A., NEW
JERSEY AS SECURED PARTY AND THE
FELSWAY CORPORATION AS DEBTOR

All now owned or hereafter acquired or arising accounts, accounts receivable, other receivables, contract rights, chattel paper, instruments, documents and notes, and all proceeds of any of the foregoing, arising out of, or in anyway connected with, inventory acquired or financed resulting from or with the assistance of Secured Party's issuance of a letter of credit or creation of a banker's acceptance.

All now owned or hereafter acquired inventory, goods, merchandise and other tangible personal property intended for sale or lease, whether in actual or constructive custody or possession, or in transit, including inventory as is on consignment to third parties, leased to customers, or otherwise temporarily in the custody or possession of others, and all proceeds of any of the foregoing, arising out of, or in anyway connected with, inventory acquired or financed resulting from or with the assistance of Secured Party's issuance of a letter of credit or creation of a banker's acceptance.

All now owned or hereafter acquired or arising, wherever located, warehouse receipts, bills of lading, shipping documents, documents of title, chattel paper and instruments, whether negotiable or not, all goods and inventory relating thereto in all stages of manufacture, process or production, and all proceeds of any of the foregoing, arising out of, or in anyway connected with, inventory acquired or financed resulting from or with the assistance of Secured Party's issuance of a letter of credit or creation of a banker's acceptance.

NO RECORDATION TAX. TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND AND LAND RECORDS OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

Identifying File No. 274212

This Financing Statement dated March 20, 1986, is presented to the Clerk, Circuit Court for Anne Arundel County, for filing pursuant to the Uniform Commercial Code.

1. DEBTOR: JAKOB UMANSKI
t/a "Crofton Mobil"
2201 Defense Highway
Crofton, Maryland 21114

ARKADY STEPENSKY
t/a "Crofton Mobil"
2201 Defense Highway
Crofton, Maryland 21114

2. SECURED PARTY: P & K, INC.
1574 Eaton Way
Crofton, Maryland 21114

RECORD FEE 15.00
POSTAGE .50
0343260 0345 001 710432

3. Maturity Date of Obligation (if any): March 20, 1993.

4. This financing statement covers the following types or items of property.

The security interest of the Secured Party under this Financing Statement extends to all rights of Debtor under lease of real and personal property, now or hereafter existing, all machinery, equipment, furniture and fixtures of whatever sort, and all other assets of Debtor whether now existing or hereafter created or acquired, including without limitation, all inventory, goods, merchandise, equipment, all accounts, notes, drafts, acceptances, chattel papers, licenses, leases, contracts, contract rights, and other forms of obligations and receivables and all guarantees and securities therefor, all fixtures, furnishings, leasehold improvements and all other tangible personal property, all trade names and service marks, and all rights of Debtor earned or yet to be earned under contracts to sell goods or render services and in general intangibles, located in or at the business operated by the Debtor at 2201 Defense Highway, Crofton, Maryland 21114, including, without limitation, all additions, substitutions, accessions or replacements thereto and therefore and all proceeds thereof and products therefrom, which the debtor may acquire at any time during the continuation of this Financing Statement in connection with the operation of the business of the Debtor.

16
50

08/19/89

5. Collateral: Proceeds and products of collateral are also covered.

WITNESS:

John G. Pecosh

Jakob Umanski
JAKOB UMANSKI
Debtor

John G. Pecosh

Arkady Stepensky
ARKADY STEPENSKY
Debtor

Seraflma Umanski
SERAFILMA UMANSKI
Personal Guarantor

Faina Stepensky
STEPENSKY
Personal Guarantor

ATTEST:

P & K, INC.

Joseph G. Pecosh
Joseph G. Pecosh
Secretary

By: *Robert S. Kerno Sr.*
Robert S. Kerno, Sr.
President
Secured Party

MAILED 10

Handwritten mark

KOLB & HOGAN, D.C.T.
7 OLD SOLOMONS ISLAND RD
SUITE 201
ANNAPOLIS, MD 21401

271214

Clerk of the Circuit Court, Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$20,256.00

If this statement is to be recorded in land records check here:

This financing statement dated August 8, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arundel Recycling Center, Inc.
Address 7515 Connelly Drive, Hanover, Maryland 21076

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company
Address P. O. Box 1477, Baltimore, Maryland 21203
Thomas M. Esposito, Assistant Vice President
c/o Mercantile Bank, 409 Washington Avenue, Baltimore, Maryland 21204
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) August 8, 1993

4. This financing statement covers the following types (or items) of property: (list)

- 1 Accurate 30 Cubic Yard Open Top STD Black Container Box Serial #22584
1 Accurate 40 Cubic Yard Open Top STD Black Container Box Serial #22577
1 ID#NT9718B New Yale Industrial Forklift Model GLC050RDNUAE083, Serial #463938 with Cascade Fork Clamp Lights

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 143.50
POSTAGE .50
M194570 CO-40 R04 T12494
08/19/88

Bruce A. Smith
(Signature of Debtor)

Bruce A. Smith, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas M. Esposito
(Signature of Secured Party)

Thomas M. Esposito, Assistant Vice Pres.

Type or Print Above Signature on Above Line

11.00
143.50
.50
155.00
CC-14

FINANCING STATEMENT FORM UCC-1

Identifying File No. 1442

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PARK -N- GO INC. (A MD CORP)
Address 790 Camp Meade Road Linthicum, MD 21090

2. SECURED PARTY

Name COMM-LEASE INC.
Address 9494 Deereco Road Timonium, MD 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1-General Electric Control Station with Antenna Serial #9654232
1-General Electric Mobiles with External Spk & Antenna Serial #7399736, 7399793, 7399782, 7399792
1-Portable and Charger Serial #9619343

RECORD FEE 11.00
POSTAGE .30
DISPATCH CHRG 204 11.112
08/19/80

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

11.00 50 PARK -N- GO INC (A MD CORP)
(Signature of Debtor)
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
GLENN D. CASSELL
Type or Print Above Signature on Above Line

aa

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Homestead Mortgage, Inc.

1. LESSEE(S) Name or Names - Print or Type
8028 Ritchie Highway #207, Pasadena, MD 21122
 Address - Street No. City - County State Zip

2. LESSOR L-J Leasing Company
 600 Reisterstown Road Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

- 1-Sharp SF 9750 Copier, S/N 86206982
- 1-Sharp SF 452-21 Bin Sorter, S/N 80204320

RECORD FEE 11.00
 REISSUED 0040 004 112423
 08/19/88

Assigned: Sovran Bank
 31 Light Street
 Baltimore, MD 21202

- 4. If above described personal property is to be affixed to real property, describe real property.
- 5. If collateral is crops, describe real estate.
- 6. Proceeds of collateral are covered.
- 7. Products of collateral are covered.

LESSEE(S) **Homestead Mortgage, Inc.**

LESSOR L-J Leasing Company

By *Natalie Kuhn*
 Signature of Lessee
 Natalie Kuhn, CEO
 Type or Print

By *Louise E. Neutze*
 Signature of Lessor
 Louise E. Neutze, Mgr

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To

L-J Leasing Company
 P.O. Box 21472
 600 Reisterstown Road

11.00

Debbie Bailey
 (Signature of Secured Party)

Type or Print Above Name on Above Line

08/19/88

Debbie Bailey
 Vice President

10.00



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264148
RECORDED IN LIBER 503 FOLIO 561 ON Oct. 14, 1986 (DATE)

1. DEBTOR

Name Kamakoti Investors Limited Partnership
Address c/o Dr. Sateesh K. Kingh, 8939 River Island Dr., Savage, MD 20763

2. SECURED PARTY

Name Second National Federal Savings Bank
Address P. O. Box 2558, Salisbury, Maryland 21801-2558

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
WO POSTAGE .50
#165380 0055 R03 115#35

Second National Federal Savings Bank,
organized and existing under the laws of the
United States of America, formerly Second
National Building & Loan, Inc.

Dated July 15, 1988

Debbie Bailey
(Signature of Secured Party)

Type or Print Above Name on Above Line 08/19/88

Debbie Bailey
Vice President

10/10



A 26092

10131 12.50

00

BOOK 531 PAGE 170

274218

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald Daggett DBA/ Double D Tire

Address 1296 Bacon Ridge Road Crownsville, Maryland 21032

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address P.O. Box 13428 Reading, PA 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Multitek, WC-500 Diesel Tire Crusher

NO RECORD FEE 12.00
POSTAGE .50
REGISTERED MAIL 1.75
02/13/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Donald Daggett DBA/ Double D Tire

Donald David Daggett
(Signature of Debtor)

Type or Print Above Name on Above Line

RONALD DAVID DAGGETT owner
(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

Shirley Camilli
(Signature of Secured Party)

Shirley Camilli

Type or Print Above Signature on Above Line

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21404

Case No. 14624
8-15-88

1,050

BOOK 531 PAGE 171

File No.

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

..... To Be Recorded in the Land
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 252019.....;

Record Reference: Liber 472..... Folio 364.....;

Date of Filing: April 19, 1984.....

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Revere Printing, Inc.

8234 Telegraph Road
Odenton, Maryland 21113

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: February 18, 1988

By: *Marilyn F. Horton*
Marilyn F. Horton
Assistant Vice President
Type or print all names
and titles under signatures.

ILD-121-3M

WO RECORD FEE 10.00
POSTAGE .30
REGISTERED COPY 11.00
08/19/88

Anne Arundel County

STATE OF MARYLAND

274219

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

500 5-31 PAGE 172

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Smith Brothers, Inc.

Address 4702 Woodfield Rd. -- Galesville, MD 20765

2. SECURED PARTY

Name L.B. Smith, Inc.

Address P.O. Box 8658 -- Baltimore, MD 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One(1) P&H Omega 18, s/n 43989 with all present and future attachments, additions, repairs, products, and proceeds now owned or hereafter acquired. With title to be retained by L.B. Smith, Inc. This financial statement is intended to publicize the lease of above property, and does not create a security interest.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

XX (Products of collateral are also covered)

Chub Smith
(Signature of Debtor)

Smith Brothers, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

B.H. Dean
(Signature of Secured Party)

L.B. Smith, Inc. Business Manager
Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50
#194788 0040 004 114-11
08/19/88

12.00
50

NO

BOOK 531 PAGE 173

274250

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3.

1. Debtor(s) (Last Name First) and address(es)

Frosty Refrigeration Co., Inc.
1030 Leslie Avenue
Baltimore, MD 21228

2. Secured Party(ies) and address(es)

CARRIER DISTRIBUTION CREDIT CORPORATION
P.O. Box 4800
Syracuse, New York 13221

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00

POSTAGE .50

#194903 0040 R04 714151

02/19/88

4. This Financing Statement covers the following types (or items) of property:

All inventory now or hereafter owned or acquired by dealer which is manufactured or sold by Carrier Corporation or its subsidiaries, of the following types: air conditioning, refrigeration, heating, air moving, ventilating, humidifying and dehumidifying units, apparatus, machinery and systems; transportation refrigeration and air conditioning units and apparatus; and all parts and accessories for or used in connection with any of the above described types of goods and all replacements, substitutions, returned or repossessed goods and all proceeds of the foregoing in any form (herein called the "Collateral")

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Frosty Refrigeration Co. Inc.
By: *[Signature]*
Signature(s) of Debtor(s)

CARRIER DISTRIBUTION CREDIT CORPORATION

By: *[Signature]*
REGIONAL FINANCE MANAGER (res)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 531 PAGE 174

274251

File No. _____
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
 Subject to Recordation Tax on prin-
cipal amount of \$_____

This Financing Statement is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
P.F.A. Associates, Partnership	16 Village Green Crofton, MD 21114

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-
eral): All Accounts Receivable, contract rights, chattel paper and
general intangibles now owned or hereafter acquired and proceeds
thereof.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

5. Proceeds)
_____) of the collateral are also specifically covered.
 Products)

Debtor

Secured Party (Assignee)

P.F.A. Associates, Partnership

THE CITIZENS NATIONAL BANK

By: [Signature]
L.L.L., Inc. Partner
Leonard L. Lamprey, Pres.

By: [Signature]
Marilyn F. Horton, A. Vice Pres.

By: [Signature]
Leonard L. Lamprey, Partner

By: [Signature]
Carlyle J. Lancaster, Partner

By: [Signature]
Randall Bieber, Partner

By: [Signature]
Julie Smith, Partner

By: [Signature]
Julian Sambataro

Type or print all names and
titles under signatures.

FLOOR PLAN - LINE OF CREDIT

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): J.C. Mann & Associates, Inc.
Address: 612 Third Street
P.O. Box 3296
Annapolis, Md. 21403

2. Name of Secured Party: Annapolis Banking & Trust Co.
Address: P.O. Box 311
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 11.00
POSTAGE .50
AGASSY 2345 R01 716-10
08/19/88

4. This Financing Statement covers the following types (or items) of property:
50' Fantail Motoryacht, Hull # FTY 50002K788

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Debtor(s):

Secured Party:

J.C. Mann & Associates, Inc.

Annapolis Banking & Trust Co.
(Type Name of Dealership)

By: *[Signature]*

By: *[Signature]*
(Authorized Signature)

William A. Busik, Asst. Vice Pres.
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es):

JENKINS MARINE MOTOR SALES
7328 Ritchie Hwy.
Glen Burnie, MD 21061 or
2334 Holly Neck Road
Middle River, MD 21221

2. Secured Party(ies) and address(es):

Transamerica Comm. Fin. Corp.
P.O. Box 1416
Palatine, IL 60067

For Filing Officer's Use: Number _____
and Filing Office: _____

4. This financing statement covers the following types (or items) of property:

[Faint, mostly illegible text describing property types]

5. Assignee(s) of Secured Party and Address(es):

"NOT SUBJECT TO RECORDATION TAX."

This statement is filed without the debtor's signature to perfect a security interest in collateral: (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Filed with:

Anne Arundel County Clerk

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: _____

JENKINS MARINE MOTOR SALES

Transamerica Commercial Finance Corporation

By: _____

[Signature of James H. Eorice Jr.]
Signature(s) of Debtor(s)
James H. Eorice Jr.
President

By: _____

[Signature of April Currie]
Signature(s) of Secured Party(ies)
Assistant Cashier

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1. April Currie



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274254

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

1. Debtors: NAME ADDRESS
 Street City State
 Intercap Graphics Systems, Inc. 116 Defense Highway, 4th floor, Annapolis, Md. 21401

2. Secured Party: SOVRAN BANK/MARYLAND
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

INTERCAP GRAPHICS SYSTEMS, INC.

By: Thomas A. Holland, III

By: Thomas A. Mills

Type Name Thomas A. Holland, III

Paul Ayles

Title Vice President

Type or Print Name and Title of Each Signature

17-33

WO

RECORD FEE 11.00
 POSTAGE .50
 #175200 0040 004 710+10
 00/22/88

EXHIBIT A

DESCRIPTION OF PART OF THE
MERTIN LEROY CANTER, ET. UX. PROPERTY
2ND ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Being part of that parcel of land acquired by Mertin Leroy Canter and Mary H. Canter, his wife, from George B. Woelfel and William J. Boehm, trustees, by deed dated March 3, 1950 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 559 at Folio 478, and being more particularly described in the following four (4) parts:

PART ONE:

Beginning for the same at an iron pipe found, said pipe being at the end of the seventh (7th) or South 38 1/2 degrees West, 134 1/2 perch deed line as described in the aforesaid deed, said pipe also being at the end of the first (1st) or South 41°21' West, 2129.55 foot deed line as described in a deed between Milton J. Turner and LeLia P. Turner to William E. Anderson and Vira L. Anderson dated February 12, 1947 and recorded among the aforesaid Land Records in Liber J.H.H. 394 at Folio 488, thence running reversely with and along a part of said seventh (7th) deed line and reversely with and along a part of the said first (1st) deed line

1. North 33°36'41" East, 856.76 feet to a point on the southwesterly line of a four hundred (400.00) foot transmission easement as described in a deed from Mertin L. Canter and Mary H. Canter to Baltimore Gas and Electric Company, a Maryland corporation, by deed dated March 11, 1971 and recorded among said Land Records in Liber 2393 at Folio 367, thence running with and along said southwesterly line
2. South 52°55'10" East, 3,277.08 feet to a point on the second (2nd) or North 42 1/2 degrees East, 49 perch line of the aforesaid deed recorded in

- Liber 559 at Folio 478, said point also being on the seventh (7th) or South 45°10' West, 823.90 foot line as described in a deed from Manufacturers Investment Company to Thomas V. Watts and Dorothy G. Watts, his wife, by deed dated July 22, 1977 and recorded among the aforesaid Land Records in Liber 2992 at Folio 637, thence running reversely with and along a part of said second (2nd) deed line and with and along a part of said seventh (7th) deed line
3. South 37°25'50" West, 350.26 feet to a stone found, thence running reversely with and along the first (1st), ninth (9th) and tenth (10th) deed lines as described in the aforesaid deed recorded in Liber 559 at Folio 478, and with and along the eighth (8th), first (1st) and second (2nd) deed lines of Tract No. 1 as described in a deed from George E. Litchfield and Elizabeth E. Litchfield to Severn Valley Farms, dated October 25, 1985 and recorded among the aforesaid Land Records in Liber 4016 at Folio 649, the following three (3) courses and distances
 4. North 52°05'12" West, 837.34 feet to a point, thence
 5. North 63°52'28" West, 534.60 feet to a point, thence
 6. South 52°21'01" West, 672.11 feet to an iron pipe found, thence running with and along the northwesterly line of a ten (10) foot right of way as described in a deed from Nelson M. Turner and Helen S. Turner, his wife to Richard N. Zeches and Jean T. Zeches, his wife, recorded in the aforesaid Land Records in Liber 1050 at Folio 483, and reversely with and along the ninth (9th) and eighth (8th) deed lines as described in the

aforesaid deed recorded in Liber J.H.H. 559 at Folio 478

7. North $45^{\circ}02'45''$ West, 1,699.99 feet to the point of beginning; containing 2,286,202.27 square feet or 52.4840 acres of land.

PART TWO:

Beginning for the same at an iron pipe found on the aforesaid seventh (7th) or South $38\frac{1}{2}$ degrees West, $134\frac{1}{2}$ perch line as described in the aforesaid deed recorded in Liber J.H.H. 559 at Folio 478, said pipe being in the first (1st) or South $41^{\circ}21'$ West, 2129.55 foot line as described in a deed from Milton J. Turner and wife to William E. Anderson and wife, dated February 12, 1947 and recorded among said Land Records in Liber 394 at Folio 488, said pipe also being at the beginning of the first (1st) or South $52^{\circ}38'20''$ East, 1184.76 foot line of Parcel One as described in a deed from Mertin L. Canter and wife to Baltimore Gas and Electric Company, dated March 11, 1971 and recorded among said Land Records in Liber 2393 at Folio 367, thence running reversely with and along said seventh (7th) deed line and reversely with and along said first (1st) deed line

1. North $33^{\circ}36'41''$ East, 906.40 feet to a point on the southeasterly line of Maryland Route 3 as shown on a State Roads Commission Plat #16275, thence with and along said Route 3, the following two (2) courses and distances
2. North $82^{\circ}03'08''$ East, 52.36 feet to a point, thence
3. North $35^{\circ}26'13''$ East, 25.00 feet to a point on the southerly right of way line of St. Stephens Church Road (30 feet wide), thence with and along said southerly right of way line
4. South $54^{\circ}33'47''$ East, 1,265.05 feet to a point on the northwesterly or North $39^{\circ}22'02''$ East, 1006.36 foot plat line as shown on a plat of subdivision

entitled "Plat Two, Saint Stephens Estates" and recorded among the aforesaid Land Records in Plat Book 107 at Folio 50 as Plat Number 5575, thence running reversely with and along said plat line and the southwesterly extension thereof

5. South $39^{\circ}21'02''$ West, 1003.82 feet to a point on the aforesaid first (1st) deed line as described in the aforesaid deed recorded in Liber 2393 at Folio 367, said point also being on the northeasterly line of a 400 foot right of way as described in the aforesaid deed recorded in Liber 2393 at Folio 367, thence running with and along said northeasterly right of way and reversely with and along said first (1st) deed line
6. North $52^{\circ}55'15''$ West, 1206.21 feet to the point of beginning; containing 1,234,176.29 square feet or 28.3328 acres of land.

PART THREE:

Beginning for the same at a point at the southerly end of the northwesterly or North $39^{\circ}22'02''$ East, 1006.36 foot plat line as shown on the aforesaid plat recorded in Plat Book 107 at Folio 50 as Plat Number 5575, thence reversely with and along the southerly or North $52^{\circ}10'54''$ West, 163.73 foot plat line as shown on said plat

1. South $52^{\circ}12'12''$ East, 163.73 feet to a point, thence running reversely with and along a part of the fourth (4th) deed line as described in the aforesaid deed recorded in Liber J.H.H. 559 at Folio 478 and with and along parts of the second (2nd) and third (3rd) deed line as described in a deed from Manufacturers Investment Company to Thomas V. Watts, and wife, dated July 22, 1977 and recorded among the aforesaid Land Records in Liber 2992 at Folio 637; the following two (2) courses and distances

2. South 56°50'58" East, 890.79 feet to a point, and
3. South 08°09'02" West, 81.94 feet to a point on the northeasterly line of the aforesaid four hundred (400) foot right of way, thence with and along said right of way
4. North 52°55'10" West, 1092.56 feet to a point, thence leaving said right of way
5. North 39°21'02" East, 12.72 feet to the point of beginning; containing 39943.75 square feet or 0.91698 acres of land.

PART FOUR:

Beginning for the same at a point at the end of the second (2nd) or North 42 1/2 degrees East, 49 perch deed line as described in the aforesaid deed recorded in Liber J.H.H. 559 at Folio 478, said point also being at the beginning of the seventh (7th) or South 45°10' West, 823.9 foot line as described in the aforesaid deed recorded in Liber 2992 at Folio 637 and running thence reversely with and along a part of said second (2nd) deed line and with and along a part of said seventh (7th) deed line

1. South 37°25'50" West, 54.99 feet to a point at the end of the fifth (5th) or South 52 38'20" East, 988.82 foot deed line of Parcel Two as described in the aforesaid deed recorded in Liber 2393 at Folio 367, thence reversely with and along said fifth (5th) deed line
2. North 52°55'10" West, 972.45 feet to a point, thence with and along a part of the fifth (5th) or North 15°10' East, 214.5 foot deed line as described in the aforesaid deed recorded in Liber 2992 at Folio 637
3. North 08°09'02" East, 84.45 feet to a point, thence reversely with and along the third (3rd) or North 47 3/4 degrees West, 62 perch deed line as described in the aforesaid deed recorded in

Liber J.H.H. 559 at Folio 478 and with and along the sixth (6th) or South 44°50' East, 1034.8 foot deed line as described in the aforesaid deed recorded in Liber 2992 at Folio 637

4. South 51°50'58" East, 1013.82 feet to the point of beginning; containing 63,809.71 square feet or 1.4649 acres of land.

SUBJECT TO:

Subject to the right of access at all times for the construction, operation and maintenance of towers as described in a deed from Merton L. Canter and Mary H. Canter, his wife, to Bankers Trust Company and Baltimore Gas and Electric Company, dated March 11, 1971 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2393 at Folio 367.

Subject also to a pole line agreement granted to Consolidated Gas, Electric, Light and Power Company of Baltimore by deed recorded November 4, 1941 among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 248 at Folio 133.

Being the same property described in a Deed of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County from Mertin Leroy Center, et al. to Halle Enterprises, Inc.

FINANCING STATEMENT FORM UCC-1

274256
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ LESSEE

Name DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.

Address 1302 Concourse Drive, Linthicum Heights, Maryland 21090

2. ~~XXXXXXXXXXXXXXXXXX~~ LESSOR

Name COMPUTER SALES INTERNATIONAL, INC.

Address 10845 Olive Boulevard, St. Louis, Missouri 63141

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Hitachi Printer SP1500 leased by Lessor to Lessee pursuant to Equipment Schedule Seven to Master Lease 110444 between the parties. Lessor intends that the Equipment remain subject to this filing whether the present location is different than that listed or the Equipment is subsequently moved to a different location. This filing is for notice purposes only. The parties do not believe this transaction is subject to the Uniform Commercial Code.

Name and address of Assignee

EQUIPMENT LOCATION: 1302 Concourse Drive
Linthicum Heights, Maryland 21090

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#125550 0040 R04 T14446

08/22/88

Charles Reid
(Signature of ~~XXXXX~~ Lessee)

Charles Reid
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Kimberly E. Fisk
(Signature of ~~XXXXXXXXXX~~ Lessor)

Kimberly E Fisk
Type or Print Above Signature on Above Line

531 PAGE 185

11.00

271257

9.102.10

To be Recorded In Financing
Records of A.A. County

This transaction is not exempt from recordation tax. The principal amount of the debt initially incurred is \$7,200,000. The appropriate amount of documentary stamps are affixed to certain Deeds of Trust recorded or to be recorded among the Land Records of Baltimore County given as security for the same indebtedness.

RECORD FEE 26.00
POSTAGE .50
#345820 0345 R01 T15445
08/22/88

FINANCING STATEMENT

This Financing Statement dated August 11, 1988, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

- | | |
|---|---|
| 1. Debtor: | Address: |
| Kensington Associates
Limited Partnership, a
Maryland limited partnership | 1302 Concourse Drive
Suite 200
Linthicum, Maryland 21090 |
| 2. Secured Party: | |
| Aetna Life Insurance
Company | CityPlace
Hartford, Connecticut 06156
Attn: Aetna Realty
Investors, Inc. |

25-
52

3. This Financing Statement Covers:

(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or hereafter acquired by Debtor, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), including, without limitation, wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators,

fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under a certain Consolidated Deed of Trust created pursuant to an Agreement of Confirmation, Consolidation, Modification, Extension and

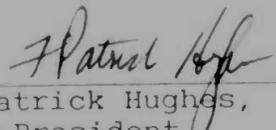
Spreading of even date herewith among Debtor, Mark J. Daneker and Patrick M. Shelley, Trustees, and the Secured Party and recorded or intended to be recorded among the Land Records of Baltimore County, Maryland, securing a certain Consolidated Deed of Trust Note from Debtor to Aetna Life Insurance Company.

6. The real estate consists of certain parcels of land and the improvements thereon located in Baltimore County, Maryland, and more particularly described in Exhibit A attached hereto.

WITNESS/ATTEST:

Debtor:
KENSINGTON ASSOCIATES LIMITED
PARTNERSHIP, a Maryland limited
partnership

By: BTR Realty, Inc., a Maryland
corporation, its general
partner

By:  (SEAL)
F. Patrick Hughes,
Vice-President



BOOK 531 PAGE 190

To The Filing Officer: After this statement has been recorded, please mail the same to Patrick M. Shelley, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

EXHIBIT A

PROPERTY DESCRIPTION

Being known and designated as Parcel A (containing 7.1536 acres); as shown on the Plat entitled "Resubdivision Plat of Wilkens Beltway Plaza Shopping Center", which Plat is recorded among the Land Records of Baltimore County in Plat Book EHK, Jr. No. 49, folio 67.

Being known and designated as Lot 2 (containing 1.6707 acres), Parcel D, as shown on the Plat entitled "Subdivision of Parcel D, Resubdivision Plat of Wilkens Beltway Plaza Shopping Center", which Plat is recorded among the Land Records of Baltimore County in Plat Book EHK, Jr. No. 51, folio 52.

Reserving unto Grantor, as owner of Lot 1, Parcel D, as shown on said plat, its successors and assigns, the right to use, in common, paved facilities on Lot 2 for parking of 31 automobiles.

C:MN220701.FIS
3740:B
08/15/88

BOOK 531 PAGE 192

274253

FR AA CO
B1-4679

FINANCING STATEMENT

1. Name of Debtor: MARTIN-BELTSVILLE I LIMITED
PARTNERSHIP
Address: c/o Foundos & Associates, Inc.
Suite 108
Parole Professional Center
130 Holiday Court
Annapolis, Maryland 21401

RECORD FEE 14.00

POSTAGE .50

STAMPING CHARGES \$01.16/04

12/22/88

2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 15, 1988 from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Prince George's County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party receives an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

14
15

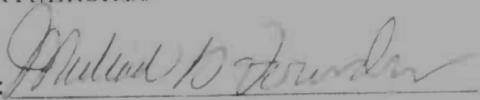
(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.
5. Recordation tax on the principal sum of \$2,480,000 has been paid to the Clerk of the Circuit Court of Prince George's County upon recording of the Deed of Trust.

Debtor:

MARTIN-BELTSVILLE I LIMITED
PARTNERSHIP

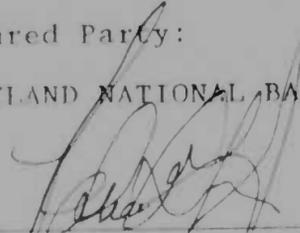
By:


Michael G. Foundos
General Partner

Secured Party:

MARYLAND NATIONAL BANK

By:


Patricia A. Hicks
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Mabeth W. Hudson, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF PRINCE GEORGE'S COUNTY
2. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
3. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

**AMERICAN TITLE GUARANTEE
Corporation
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201**

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Vansville Election District No. 1, Prince George's County, State of Maryland, and more particularly described as follows:

BEING THE LAND CONVEYED BY BELTSVILLE LAND IMPROVEMENT COMPANY OF PRINCE GEORGE'S COUNTY TO VESTRY OF ZION PARISH, DIOCESE OF WASHINGTON BY DEED DATED APRIL 4, 1911 AND RECORDED AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND IN LIBER 70 AT FOLIO 423, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT A POINT LOCATED ON THE NORTHERLY RIGHT OF WAY LINE FOR BALTIMORE AVENUE, MARYLAND ROUTE ONE, (FORMERLY WASHINGTON & BALTIMORE AVENUE), SAID POINT ALSO LYING ON THE NORTHERLY RIGHT OF WAY LINE FOR SELLMAN ROAD, (FORMERLY CHARLES AVENUE), THENCE WITH THE NORTHERLY RIGHT OF WAY FOR SELLMAN ROAD:

1. NORTH 41 -20'-00" WEST, 350.90 FEET TO A POINT, SAID POINT LYING ON THE SOUTHERLY PROPERTY LINE OF A PARCEL OF PROPERTY NOW OR FORMERLY IN THE NAME OF ALFRED C. McMASTER JR. AND SANDRA A. McMASTER, AND WITH THE SOUTHERLY PROPERTY LINE FOR VESTRY OF ZION PARISH ST. JOHN CHURCH, AS DESCRIBED IN LIBER 0396 AT FOLIO 159, THENCE WITH THE AFORESAID SOUTHERLY PROPERTY LINES;

2. NORTH 47 -16'-39" EAST, 293.00 FEET TO A POINT, THENCE WITH THE WESTERLY PROPERTY LINE OF VESTRY OF ZION PARISH, ST. JOHN CHURCH AS DESCRIBED IN LIBER 1476 AT FOLIO 146:

3. SOUTH 44 -00'-06" EAST, 367.00 FEET TO A POINT, SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF BALTIMORE AVENUE, THENCE WITH THE NORTHERLY RIGHT OF WAY FOR NORTHERN AVENUE;

4. SOUTH 48 -30'-00" WEST, 310.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 109,614 SQUARE FEET OR 2.5164 ACRES OF LAND, MORE OR LESS.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. * \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 12, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Simmons Communications Company, L.P.
c/o Simmons Communications, Inc.
Address 1600 Summer Street, Stamford, CT 06905

2. SECURED PARTY

Name Bank of New England, N.A., as Agent
Address 28 State Street, Boston, MA 02106
Stephen Cohen, Esquire; Choate, Hall & Stewart,
Exchange Place, 53 State Street, Boston, MA 02109
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and incorporated by reference herein.

RECORD FEE 11.00

POSTAGE .50

#345970 C345 R01 715459

08/22/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Day Patterson
(Signature of Debtor)

Steven J. Simmons Vice President
Type or Print Above Name on Above Line

Simmons Cable Communications, Inc.
(Signature of Debtor)

the general partner of
Simmons Communications Company, L.P.
Type or Print Above Signature on Above Line

Antonie C. Marini
(Signature of Secured Party)

Bank of New England, N.A., as Agent
Type or Print Above Signature on Above Line

*Recording Tax paid to the State Department of Assessments and Taxation.

Debit to:
AMERICAN TITLE GUARANTEE Corporation
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

Handwritten initials

EXHIBIT A

Financing Statement on Form UCC-1 Between Simmons Communications Company, L.P. as Debtor and Bank of New England, N.A. as Secured Party

This financing statement covers the following types or items of property:

All of the Debtor's tangible personal property, including without limitation, all present and future inventory, goods, merchandise, furniture, fixtures, office supplies, motor vehicles, equipment, machinery, amplifiers, cables, antenna installations, connections, towers, earth stations and associated equipment, now owned or hereafter acquired, including without limitation the tangible personal property used in the operation of cable television ("CATV") franchises located in the States of Delaware, Maryland, Vermont, New Hampshire and New York and any other CATV systems hereafter owned or acquired by the Debtor; all of the Debtor's rights under all present and future authorizations, permits licenses and franchises issued, granted or assigned to the Debtor for the operation of CATV systems (such authorizations, permits, licenses and franchises, together with any renewals or extensions thereof being herein sometimes referred to collectively as "CATV Franchises"); all of the Debtor's rights under all present and future pole attachment contracts and all pole lease agreements issued thereunder; all the Debtor's rights under all present and future leases of property; all of the Debtor's rights under all other present and future authorizations, permits, licenses, leases, franchises, contracts or agreements (including any additional CATV Franchises) issued or granted to or entered into by the Debtor from time to time hereafter; and all of the Debtor's other personal property, including without limitation, all present and future accounts receivable, contract rights, trademarks, trade names, licenses and general intangibles whether now owned or hereafter acquired. This Financing Statement covers the described property of the Debtor wherever located together with any and all additions thereto and replacements, products and proceeds thereof, including without limitation all property now affixed or to be affixed in the future to any premises of the Debtor or premises leased by the Debtor, including without limitation any and all property now affixed or to be affixed to any real estate which may be described in this Financing Statement.

13691

BOOK 531 PAGE 197

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #253213 Dated 8-10-84

Record Reference Book 476 Page 226

2. DEBTOR:

Name: Linthicum Leasing Associates
(Last Name First)

ADDRESS: P.O. Box 8674 BWI-Airport Baltimore, MD. 21240

3. SECURED PARTY IS:

NAME: Signet Bank/Md. f/k/a Union Trust Co. of Md

ADDRESS: P.O. Box 17063 Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO:

DEBTOR'S ADDRESS

*See Above

RECORD FEE 10.00
POSTAGE .50
#195090 0040 004 T16401
00/20/88

SECURED PARTY

Signet Bank/Md. f/k/a Union Trust Co. of Md.

BY: [Signature]
(TITLE)

DATED: 6/1/88 .19

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #246068 Dated 2-3-83
Record Reference Liber 458 Page 520

2. DEBTOR:

Name: Linthicum Leasing Associates
(Last Name First)

ADDRESS: 856 Elkridge Landing Road, Box 8674 BWI Airport, Baltimore, Md. 21240

3. ^{ASSIGNEE} SECURED PARTY IS:

NAME: Signet Bank/Md. f/k/a Union Trust Co. of Md.

ADDRESS: P.O. Box 17063 Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS

*See Above

RECORD FEE 10.00
POSTAGE .50
B195700 E040 104 F16901
08/22/88

SECURED PARTY

Signet Bank/Md. f/k/a Union Trust Co. of Md.

BY: [Signature]
(TITLE)

DATED: 3/1/83 .19

BOOK 531 PAGE 199

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #246082 Dated 2-4-83

Record Reference Liber 458 Page 546

2. DEBTOR:

Name: Linthicum Leasing Associates
(Last Name First)

ADDRESS: 856 Elkridge Landing Road, Box 8674, BWI Airport, Baltimore, Md. 21203

3. SECURED PARTY IS:

NAME: Signet Bank/Md. f/k/a Union Trust Co. of MD.

ADDRESS: P.O. Box 17063 Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS
*See Above

RECORD FEE 10.00
POSTAGE .30
#105710 0040 704 T18487
08/23/83

SECURED PARTY

Signet Bank/Md. f/k/a Union Trust Co. of MD.

BY: [Signature]
(TITLE)

1050
DATED: 8/1/83 .19

STATE OF MARYLAND

BOOK 531 PAGE 200

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272023

RECORDED IN LIBER 534 FOLIO 335 ON 3-15-88 (DATE)

1. DEBTOR

Name Ameral & Sons General Contracting & Excavating, Inc.

Address 307 Wellham Avenue, Glen Burnie, MD 21061 (AA Co.)

2. SECURED PARTY

Name State Equipment, Div. Secorp National Inc.

Address 1400 Joh Avenue, Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

ONE (1) International Model 125E C/Loader
SN 6648 w/GP bucket

RECORDS FEE 10.00
POSTAGE .50
BIBBING ROAD ROOM 709-100
08/23/88

State Eq., Div. Secorp National Inc.

Dated August 18, 1988

Joan M. Pressimone
(Signature of Secured Party)

Joan M. Pressimone, Br. Sec.

Type or Print Above Name on Above Line

158

300 531 PAGE 201

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252548

RECORDED IN LIBER 474 FOLIO 404 ON 7/16/84 (DATE)

1. DEBTOR

Name The James Gibbons Company
Address 8800 Corridor Road, Box 253, Annapolis Junction, Md. 20701

2. SECURED PARTY

Name Leasing Service Corporation
Address P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORDS FEE 19.00
POSTAGE .50
M196119 0040 R04 T11-15
OK 08/23/84

Leasing Service Corporation

Dated 8-18-88

(Signature of Secured Party)

Larry F. Kimmel, Admin. V.P.
Type or Print Above Name on Above Line

1680

BOOK 531 PAGE 202

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252772

RECORDED IN LIBER 475 FOLIO 156 ON 7/24/84 (DATE)

1. DEBTOR

Name The James Gibbons Company
Address 10784 Aider Ave., Annapolis Junction, MD 20701

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, Glen Burnie, Maryland 21061

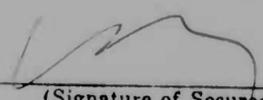
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
	<p>RECORD FEE 10.00 POSTAGE .50 2196120 CL-0 104 71114 08/23/88</p>	
	<p>1050</p>	

Credit Alliance Corporation

Dated 8-18-88


(Signature of Secured Party)
Larry F. Kimmel, Admin. V.P.
Type or Print Above Name on Above Line

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$...2,000.00.

1. Name of Debtor(s): Craig L. Rickard, C.P.A., P.A.
Address: 2133 Defense Highway
Crofton, Md. 21114

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~10000 Crofton~~
~~21114~~
10283 York Road
Cockeysville, Md. 21030

3. This Financing Statement covers the following types (or items) of property:
EQUIPMENT. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds, thereof in any form whatsoever.
ACCOUNTS. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50
#165940 C777 R03 111:43
08/23/88

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s): Craig L. Rickard, C.P.A., P.A.
Craig L. Rickard
Craig L. Rickard, ~~C.P.A., P.A.~~ *PRESIDENT*
2133 Defense Highway
Crofton, Md. 21114

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *[Signature]*
Ray Chartier, Jr., Branch Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

14.00

14.50

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$21,000.....

300 531 PAGE 204

1. Name of Debtor(s): CADILLAC PRINTING, INC.
Address: 7430 Ritchie Highway
Glen Burnie, MD 21061

274261

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: XXXXXXXXXXXXXXXXXXXXXXXX
2001 Davidsonville Road
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property:
1 Typesetter - Model CRtronic 150 - Serial # 5845
1 AE Dick - Model 9840 Printing Press - Serial # 3359

RECORD FEE 12.00
RECORD TAX 147.00
POSTAGE .50
#168950 0777 003 T11:44
03/23/88

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): CADILLAC PRINTING, INC.
Paul F. Seidenzahl Sr.
Paul F. Seidenzahl Sr., President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND

By: *Dennis L. Ortiz*
Dennis L. Ortiz
(Type Name and Title)
Assistant Vice President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

147-
1250
158.50

STATE OF MARYLAND

BOOK 531 PAGE 206

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 465 FOLIO 222 ON 8-26-83 (DATE)

1. DEBTOR

Name James B. F~~l~~ack d/b/a F~~l~~ack Machine Company

Address 7177 Ridge Road, Hanover, MD 21076

2. SECURED PARTY

Name Manufacturers Hanover LEasing Corporation

Address 4000 Executive Park Drive, Cincinnati, OH 45241

Sandra Flann, The CIT Group/Equipment Financing, Inc., 1400 Renaissance Dr., Pk. Ridge, IL 60068
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> XXX</p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>Full assignment of all collateral as per the above file no.</p> <p>The CIT Group/Equipment Financing, Inc. 1400 Renaissance Drive Park Ridge, IL 60068</p>	

J019-101
730-50
ANNE ARUNDEL/
Maryland

RECORD FEE 10.00
POSTAGE .50
#198060 COMD R04 T11103
08/23/88

Manufacturers Hanover LEasing Corporation

Dated _____

[Signature]

(Signature of Secured Party)

Type or Print Above Name on Above Line

15.00

1492

4 <input type="checkbox"/> Filled for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented 0
1 Debtor(s) (Last Name First) and address(es) ARINC Research Corporation 2551 Riva Road Annapolis, MD 21401	2 Secured Party(ies) and address(es) New England Merchants Funding Corporation 28 State Street Boston, MA 02107	3 For Filing Office (Date, Time, Number, and Filing Office) POSTAGE .50 8196070 0046 004 111405 08/23/88

7. This financing statement covers the following types (or items) of property

All of the Equipment now or hereafter leased under an Equipment Leasing Agreement dated as of June 8, 1988, between the above-named Secured Party, as Lessor, and the above-named Debtor, as Lessee, including, but not limited to, computer equipment and all accessions, additions, replacements, substitutions and improvements thereto and therefor, and all proceeds, (including proceeds) of and from said Equipment and Equipment Leasing Agreement.

Insurance
Filed with the Anne Arundel County Clerk of the Circuit Court

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	ARINC RESEARCH CORPORATION <i>Kenneth A. Allyn</i> Signature(s) of Debtor (Or Assignor)	NEW ENGLAND MERCHANTS FUNDING CORPORATION <i>Janis E. Sheppard</i> Signature(s) of Secured Party (Or Assignee)
--	--	---

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented <u>0</u>
1. Debtor(s) (Last Name First) and address(es) Aeronautical Radio, Inc. 2551 Riva Road Annapolis, MD 21401	2. Secured Party(ies) and address(es) New England Merchants Funding Corporation 28 State Street Boston, MA 02107	3. For Filing Office, Date, Title, Number, and Filing Office POSTAGE .50 B192000 0040 004 11106 08/23/88

7. This financing statement covers the following types (or items) of property:

All of the Equipment now or hereafter leased under an Equipment Leasing Agreement dated as of June 8, 1988, between the above-named Secured Party, as Lessor, and the above-named Debtor, as Lessee, including, but not limited to radio transmission, electronic and telecommunications equipment and all accessions, additions, replacements, substitutions, and improvements thereto and therefor, and all proceeds, (including insurance proceeds) of and from said Equipment and Equipment Leasing Agreement.

Filed with the Anne Arundel County Clerk of the Circuit Court

Whichever is Applicable (See Instruction Number 9)	<input checked="" type="checkbox"/> Products of Collateral are also covered. AERONAUTICAL RADIO, INC. <i>Kenneth A. Allyn</i> Signature(s) of Debtor (Or Assignor)	NEW ENGLAND MERCHANTS FUNDING CORPORATION <i>Janis E. Sheppard</i> Signature(s) of Secured Party (Or Assignee)
--	---	--



SECOND NATIONAL

FEDERAL SAVINGS BANK

BOOK 531 PAGE 210

271266

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Name of Debtor(s) (or Assignor) and address:

J. A. Cecil Company, Inc.
8063 Longhill Rd.
Pasadena, MD 21122

2. Name of Secured Party (or Assignee) and address:

Second National Federal Savings Bank
Route 50 & Phillip Morris Drive
Post Office Box 2558
Salisbury, MD 21801

3. This Financing Statement covers the following types (or items) of property:

Vermeer V-430 Trencher Serial #281 w/48"boom; 12' bucket partial C. Cutters

4. Check the statements which apply, if any, and supply the information indicated:

- The underlying secured transaction is not subject to recordation tax
- The underlying secured transaction is subject to recordation tax on the principal amount of \$ ___
- (If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)
- The above-described crops are growing or to be grown on:
- (If collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)
- The above-described goods are affixed or to be affixed to:
- (If proceeds of collateral are covered). Proceeds of the collateral are also covered.
- (If products of Collateral are covered). Products of the collateral are also covered.

Debtor(s)

J. A. Cecil Company, Inc.

by: John Allan Cecil, President
J. Allan Cecil, President

Secured Party:

BY: Leslie O'Day
(Authorized Signature)
Leslie O'Day, Asst. Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

DATED 8-19-88 19. ___

REV. 2/84

11.50

RECORD FEE 11.20
POSTAGE .30
BALANCE DUE 204 714.07
6/23/88

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

Jane A. Zorb
 Name or Names—Print or Type
 1025 MD Rt. 3 N Gambrills, MD 21054
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

Carey Sales and Service, Inc.
 Name or Names—Print or Type
 3141-47 Frederick Ave. Baltimore, MD 21229
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(RENTAL) Kold Draft Ice Machine Model #GB401WK Serial# 437728G3GM
 (RENTAL) Kold Draft Ice Bin Model #GBN-550 Serial# 451048G3GU
 (RENTAL) One Condensate Pump

4. If above described personal property is to be affixed to real property, describe real property.

N/A

RECORD FEE 11.00
 POSTAGE .50
 2013710 2040 104 709/54
 08/23/00

5. If collateral is crops, describe real estate.

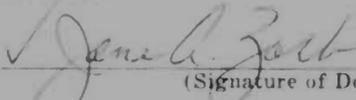
N/A

6. Proceeds of collateral are are not covered.

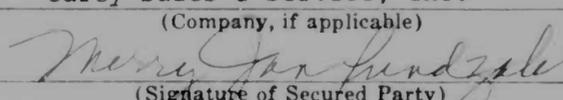
7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:


 (Signature of Debtor)
 Jane A. Zorb
 Type or Print

 (Signature of Debtor)
 Type or Print

Carey Sales & Service, Inc.
 (Company, if applicable)

 (Signature of Secured Party)
 Merry Jan Pundzak S/T
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Carey Sales and Service, Inc. 3141-47 Frederick Ave.
 Baltimore, MD 21229

Loans Bros. Form F-1

11.00
.50

Mobile Station
Anne Arundel Co.

TO BE } RECORDED IN
 } LAND RECORDS
 NOT TO BE }

SUBJECT TO } RECORDING TAX
 } ON PRINCIPAL
 NOT SUBJECT TO } AMOUNT OF
 } \$ _____

FINANCING STATEMENT

1. Debtor(s):

State Highway Administration
 Name or Names—Print or Type
350 SOuh Hammonds Ferry Rd., Baltimore, Md. 21061
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

Carey Sales & Service, Inc.
 Name or Names—Print or Type
3141-47 Frederick Avenue, Baltimore, Md. 21229
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(Rental) Kold Draft Ice Machine Model #GB1WNC Serial #348006G3CN
 Kold Draft Bin Model #CBN550 Serial #459756G3HM

4. If above described personal property is to be affixed to real property, describe real property.

n/a

5. If collateral is crops, describe real estate.

n/a

RECORD FEE 11.00
 POSTAGE .30
 #175130 0948 704 111439
 09/27/08

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Paul L. Stout
 (Signature of Debtor)
 Paul L. Stout
 Type or Print

 (Signature of Debtor)

 Type or Print

SECURED PARTY:

Carey Sales & Service, Inc.
 (Company, if applicable)
Merry Jan Pundzak
 (Signature of Secured Party)
Merry Jan Pundzak, S/T
 Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Carey Sales & Service, Inc. 3141-47 Frederick Avenue, Balto., Md. 21229

Lucas Bros. Form F-1

11.00
-30

State Hwy.
Anne Arundel Co.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1365.88

If this statement is to be recorded in land records check here.

This financing statement Dated 8/15/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JEAN MATEO
Address 122 F VARNICKVILLE LANE GLEN BURNING MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address 8017 BELAIR RD. BALTIMORE MD 21226

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

" CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY "

2- COLOR TV 19" COLOR ZENITH
VCR-PCA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
B196229 0040 R04 T11451
00/03/88

Jean Mateo
(Signature of Debtor)

JEAN MATEO
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AVCO FINANCIAL SERVICES
Vicki Fleming
(Signature of Secured Party)

VICKI FLEMING
Type or Print Above Signature on Above Line

15 15.50 SB

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Koons Toyota-Pontiac GMC Inc.
Address 1107 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name Chief Automotive Systems Inc.
Address 1924 East Fourth Street, Grand Island, NE 68801

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

"Purchase Money Security Interest In:"

One Chief E-Z Liner Frame Straightener manufactured by Chief Automotive Systems Inc., Serial Number II 15828, used by Debtor in its business, and all accessories, parts and equipment installed on and with the machine at the time of installation, all replacements or substitutions of any thereof, and all proceeds of all of the foregoing.

Name and address of Assuree

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#196240 0040 R04 T11154
08/23/88

X James C. Koons (Signature of Debtor)

Koons Toyota-Pontiac GMC Inc. Type or Print Above Name on Above Line

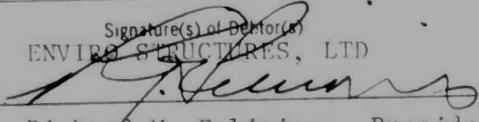
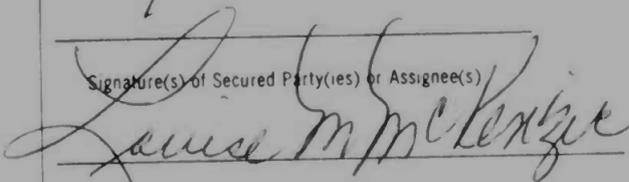
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Chief Automotive Systems Inc. Type or Print Above Signature on Above Line

117.50

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) Enviro Structures	2. Debtor(s) Complete Address(es) P.O. Box 3333 Crofton, Maryland 21146	
3. & 4. Secured Party(ies) and Complete Address(es) CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE MD 20737	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property (Describe) Trench Box B824 Trench Jack NI 2D 2236-7		
8a. (<input checked="" type="checkbox"/>) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF <u>Anne Arundel</u>		County; Other <u>SDAT</u>
9. Transaction is (<input checked="" type="checkbox"/>), is not (), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>12,226.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s) ENVIRO STRUCTURES, LTD  Richard M. Feliciano, President		RECORD FEE 11.00 RECORD TAX 07.50 POSTAGE .50 11/26/80 10:40 AM 7/19/81 11/27/81
Signature(s) of Secured Party(ies) or Assignee(s)  Louise M. McKenzie By <u>Branch Manager</u> (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY 87-30		
Printed in U. S. A.		

11
87 30
50

Handwritten notes: 1300, 427, 1/22/89

MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax - Conditional Sales Contract
Recordation Tax of \$ on
Principal Amount of \$ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing:

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: D.F. Smith Masonry, Inc.
204 Caswell Avenue Glen Burnie, Maryland 21061

DEBTOR:

2 SECURED PARTY: Valley Supply and Equipment Company, Inc.
1415 Clarkview Road Baltimore, Maryland 21209

3. ASSIGNEE (if any) of SECURED PARTY: Signet Bank/Maryland
P.O. Box 22497 Baltimore, Maryland 21203

4. This Financing Statement covers the following types (or items) of property:

See Schedule "A" attached hereto and made a part thereof.

RECORD FEE 11.00
POSTAGE .30
#176270 2040 004 112+01
01/23/89

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT
SELLER IS SECURED PARTY

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes [X] No []
Products of Collateral are also covered: Yes [] No [X]

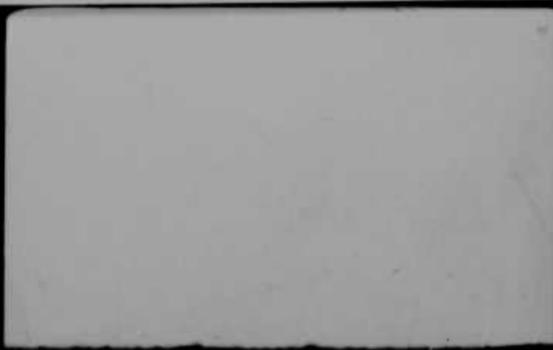
DEBTOR(S): D.F. SMITH MASONRY, INC.
By: [Signature] President
D.F. Smith President

SECURED PARTY: VALLEY SUPPLY AND EQUIPMENT COMPANY, INC.
By: [Signature]
Howard S. King President

By:
(Type or print name of person signing)

Return To: Signet Bank/Maryland
P.O. Box 22497 Baltimore, Maryland 21203

Handwritten: 1150



BOOK 531 PAGE 220

SCHEDULE "A"

Attached to and made a part of that certain Conditional Sales Contract and/or UCC-1 Financing Statement between D.F. Smith Masonry, Inc. (Buyer), and Valley Supply and Equipment Company, Inc. (Seller).

One (1) new Koehring Model 5522 Forklift, S/N 7K5320, equipped with Perkins 4,236 76 h.p. Diesel Engine, 5500 lb Maximum capacity, 21'6" Lift, all Weather F.O.P.S and R.O.P.S., 4 Wheel drive, 4 wheel Steer, Crab Steer, 2 speed Hydrostatic Transmission, Planetary Axles Front and Rear, 15 x 19.5, 10 ply Flotation Tires, Hydrostatic Braking and Dry Disc Brakes, Telescopic 2-section Boom with auxiliary Hydraulics, Automatic Fork leveling system, Masonry tines, 48" Quick attach side tilt carriage, 1 1/8 cubic yard star bucket, plus all attachments and accessories thereto.

D.F. SMITH MASONRY, INC. (BUYER)

By: 

VALLEY SUPPLY AND EQUIPMENT COMPANY, INC. (SELLER)

By: 

800 531 221

271276

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>J.R.C. Construction Co., Inc. 6025 Ritchie Highway Baltimore, MD 21225</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Steven M. Wienecke Commercial Lending Officer</p> <p>Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

[x] A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of construction business (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

[x] B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

[x] C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

[] D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

[] E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction is (is not) exempt from the recordation tax. (Md.) Principal amount of debt initially incurred is: \$ 105,000.00

RECORD FEE 11.00
 POSTAGE .30
 RECORD TAX 735.00
 REGISTERED COPY NO. 712412
 08/23/88

DEBTOR:

J.R.C. Construction Co., Inc.
 (Type Name)
 By: John R. Combs
 John R. Combs, President
 By: _____

SECURED PARTY:

SIGNET BANK/MARYLAND
 By: Steven M. Wienecke
 Steven M. Wienecke, Commercial Lending Officer
 (Type Name)
August 10 19 88
 (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

Handwritten: 11/735-SU

FF45

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME, FIRST, ADDRESS): <i>Brubaker, Broderick 2038 Poplar Ridge Rd Pawcaton, MD 21129</i>	2. SECURED PARTY(IES) AND ADDRESS(ES): <i>First Motor Credit Co PO Box 639 Mechanicville, NY 12111</i>
---	---

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 557612 Dated: 6-13-65

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
---	--	--	--

liber 486 page 122

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co, MD

First Motor Credit Co
(NAME OF SECURED PARTY)

Dated: 7-13, 1965 By: [Signature]

F M C C JUN 65 7288-M (MARYLAND ONLY)

RECORD FEE 10.00
POSTAGE .50
#196340 0040 R04 T12423
00/23/05

15.50

271277

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BBM, INC. DBA Patuxent Business Machine
Address 1296 MD Rt. 3 South Crofton, MD

2. SECURED PARTY

Name GFS Leasing, Inc.
Address 124 Slade Avenue Ste. #100
Pikesville, MD. 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Canon 9030 Scanner S/N QB00057
- 1 Canon 9030 Printer S/N JR000100
- 1 Canon Auto Duplex Unit 9030 S/N JQ000075
- 1 Canon 7550 S/N OH608987
- 1 Canon ARDF 9030

Name and address of Assignee
American Network Leasing Partnership B-1
124 Slade Avenue Ste. #100
Pikesville, MD. 21208

RECORD FEE 12.00
POSTAGE .50
#1-6360 0-40 004 718426
00/03/88

Not subject to recordation tax
Conditional Sales Contract

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

BBM, INC. DBA
Patuxent Business Machine

(Signature of Debtor)

Gary Bardelli
Type or Print Above Name on Above Line

Gary Bardelli

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mark E. Clifton

(Signature of Secured Party)

GFS Leasing, Inc.

Type or Print Above Signature on Above Line

15.00

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$200,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: July 15 , 1988

FINANCING STATEMENT

1. Debtor: Address:
VINCENT MAZZA and 220 Kentucky Avenue
JAN MAZZA Pasadena, Maryland 21122
 2. Secured Party: Address:
SIGNET BANK/MARYLAND P.O. Box 1077
Baltimore, Maryland 21203
- RECORD FEE 14.00
POSTAGE .50
#340010 0345 R01 713457
08/23/88
3. This Financing Statement covers:
 - (a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and
 - (b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and
 - (c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and
 - (d) all contract rights of and from the herein described property or any part thereof.

AFTER RECORDING PLEASE RETURN
DOCUMENTS TO:

14
DUNN TITLE COMPANY
2137 Defense Hwy.
Cotton, MD 21114

- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Signet Bank/Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

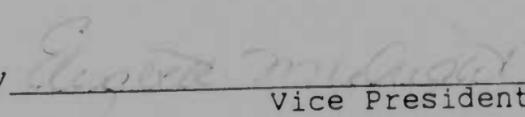
DEBTOR:

SECURED PARTY:

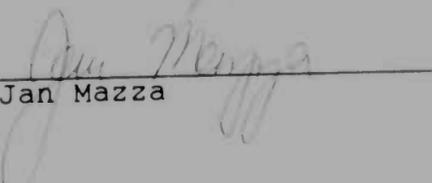
SIGNET BANK/MARYLAND



 Vincent Mazza

By 

 Vice President



 Jan Mazza

MAFS215.123 L1

AFTER RECORDING PLEASE RETURN
 DOCUMENT TO
 CLERK OF COURT
 115 S. CALVERT ST.
 BALTIMORE, MD 21202

Schedule A

BOOK 531 PAGE 226

All that land situated in Anne Arundel County, Maryland, described as follows:

BEGINNING for the same and being known and designated as Lots numbered Fifty-one (51) and Fifty-Two (52), as shown on Plat entitled, "PLAT 2, PLEASANT PLAINS", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 3, folio 32.

04105/19582

BOOK 531 PAGE 227

274273

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 K. S. & E. Properties 7435 Baltimore- Annapolis Blvd.
 Glen Burnie, Maryland 21146

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles St.
 Attention: Debra Grimm Baltimore, Maryland 21201
 Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors K. S. & E. Properties
 BY: Erwin L. Everett (Seal) _____ (Seal)
 Erwin L. Everett, General Partner
 BY: Robert A. Stearns (Seal) _____ (Seal)
 Robert A. Stearns, General Partner

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above

13.00
 .50
 POSTAGE
 AUG 14 1988
 08/23/88

13.00

SCHEDULE A

BOOK 531 PAGE 228

This Schedule A is attached to and made a part of a financing statement by and between K.S. &E. Properties (the "Debtor") and Equitable Bank, National Association (the "Secured Party")

SECTION G CONTINUED

All rights title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as 4326 Mountain Road, located in Anne Arundel County, Maryland

STATE OF MARYLAND

BOOK 531 PAGE 229

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 01549

RECORDED IN LIBER 452 FOLIO 341 ON 11-29-82 (DATE)

1. DEBTOR

Name ABC RENTAL SYSTEMS OF RICHMOND (A VA CORP.)

Address 3420 DONNELI DR., STE. 100 FORESTVILLE, MD 20747 **SEE ATTACHED SHEET**

2. SECURED PARTY

Name NAP CONSUMER ELECTRONICS CORP.
Interstate 40 & Straw Plains Pike

Address Box 6950
Knoxville, Tennessee 37914

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
3196600 0040 804 115113
08/23/88

Dated August 17, 1988

Nancy Hoffman
(Signature of Secured Party)
(NANCY HOFFMAN)
N.A.P. CONSUMER ELECTRONICS CORP.
Type or Print Above Name on Above Line

102

800 531 230

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility

1. Debtor (if Last Name First) and Address(es)
SUSAN K WHITE
JOHN P. WHITE III
LOT #18 ALDER ROAD
ANNAPOLIS MD 21402

2. Secured Party(ies) Name(s) and Address(es)
G & E MOBILE HOMES, INC.
RD #1, BOX 131 M
SELINGSGROVE, PA 17870

4. For Filing Officer Use Only
Filing Number: 8156620
Date: 09/23/88
Time: 11:15
No. Filed: 004
Date: 09/23/88

5. This statement refers to original Financing Statement No. File - 552 (date) 10-24-83 with prothonotary

- 6 A. Continuation The original Financing Statement bearing the above file number is still effective
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)
- F. This statement is to be indexed in the Real Estate Records

GREEN TREE CONSUMER DISCOUNT CO.

By _____
Signature(s) of Debtor(s) (only on amendment)

By Kim Kremanaker
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Numerical

(3-83)

STANDARD FORM—FORM UCC 3—Approved by Secretary of Commonwealth of Pennsylvania

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____ Page No. _____
Identification No. 048450 Dated _____

1. Debtor(s) { CHATTERLEY LAND DEVELOPMENT CORPORATION
Name or Names—Print or Type
2110 Charles Center South, Balto., Md. 21201
Address—Street No., City - County State Zip Code

2. Secured Party { Cadwalder, Wickersham & Taft
Name or Names—Print or Type
100 Maiden Lane, New York, New York 10038
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Terminated</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) secured party hereby terminates its security interest hereunder</p>

RECORD FEE 10.00
POSTAGE .05
POSTAGE .45
R176830 0040 R04 T15+17
08/23/88

Dated: 7/14/88
Cadwalder, Wickersham & Taft
100 Maiden Lane
New York, New York 10038
BY: [Signature]
Signature of Secured Party
BARRY J. DICKSTER
Type or Print (Include Title if Company)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 523

Page No. 106

Identification No. 271636

Dated _____

1. Debtor(s) { CHATTERLEY LAND DEVELOPMENT CORPORATION
Name or Names—Print or Type
2110 Charles Center South, Balto., Md. 21201
Address—Street No., City - County State Zip Code

2. Secured Party { Cadwalder, Wickersham & Taft
Name or Names—Print or Type
100 Maiden Lane, New York, New York 10038
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: <i>Termination</i> (Indicate whether amendment, termination, etc.) secured party hereby terminates its security interest hereunder</p>

RECORD FEE 10.00
POSTAGE .50
M196490 COMD R04 T15417
06/23/88

GK

Dated: 7/14/88 Cadwalder, Wickersham & Taft
100 Maiden Lane
New York, New York 10038

BY: *[Signature]*
Signature of Secured Party
Barry J. Richter
Type or Print (Include Title if Company)

15.00

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 523 Page No. 104
Identification No. 271635 Dated _____

1. Debtor(s) { CHATTERLEY LAND DEVELOPMENT CORPORATION
Name or Names—Print or Type
2110 Charles Center South, Balto., Md. 21201
Address—Street No., City - County State Zip Code

2. Secured Party { Kramon & Graham, P.A.
Name or Names—Print or Type
20 South Charles Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) secured party hereby terminates its security interest hereunder</p>

RECORD FEE 10.00
POSTAGE .50
#176658 0040 004 115417
00/13/88
CKB

Dated: 7/18/88
Kramon & Graham, P.A.
20 South Charles Street
Baltimore, Maryland 21201

BY Andrew J. Graham VP
Signature of Secured Party

Type or Print (Include Title if Company)

1550

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

MARYLAND FINANCING STATEMENT

274281

UCC-1

BOOK 531 PAGE 234

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: A&M Printing, Inc.
(Name or Names)
110 Crain Highway, Glen Burnie, MD 21061
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8767 Satyr Hill Road, Baltimore, MD 21234
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: Harbor Federal Savings & Loan Assn.
(Name or Names)
3200 Eastern Avenue, Baltimore, MD 21224
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - MacIntosh II DeskTop Publishing System, S/N
with 800K floppy disk, Laser Writer, Model 2NT, S/N
Apple Keyboard, 40MB Hard Drive, 1 MG Memory Expansion Kit,
Radius Monitor, Mac Scan
Software: Page Maker, Free Hand, Fast Forms, Word Processing

RECORD FEE 11.00
POSTAGE .50
M196660 0040 004 113410
01-23-78

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
A&M Printing, Inc.
By: *Michael E. Mrozek*
(Title)
Michael E. Mrozek, President
(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corporation
By: *Robert E. Polack*
(Title)
Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: SECURED PARTY

ANN ARUNDEL
12-50

300 531 PAGE 235

271262

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fila's Hair Express Ltd., dba Junction Haircutters
Address 681 Old Mill Road, Millersville, MD 21108

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP
Address 225 West 34th Street, New York, N. Y. 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Zenith EX PC
- One (1) Panasonic 1592 Printer
- One (1) MMF Cash Drawer
- One (1) Surge Protector
- One (1) Short Cuts Salon Management Package

RECORD FEE 12.00
 POSTAGE .50
 REGISTERED MAIL FOR TOP/ST
 01/24/90

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Larry V. Fila Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MIDLANTIC COMMERCIAL LEASING CORP.
T. BANKS
Type or Print Above Signature on Above Line

BOOK 531 PAGE 236

274283

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1 DEBTOR(S) and Address(es)</p> <p>Printer's Ink, Inc. T/A Minuteman Press 10 Aquahart Road Glen Burnie, MD 21061</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Gloria Bolton T0609</u></p> <hr/> <p style="text-align: center;">Return to Secured Party</p>
--	---

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

Challenge Cutter, Model #305MPC, S/N 11919

RECORD FEE 12.00
RECORD TAX 101.50
POSTAGE .50
8170950 C040 R04 T10100
08/24/88

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 14,100

DEBTOR: Printer's Ink, Inc.
T/A Minuteman Press
10 Aquahart Road
Glen Burnie, MD 21061

By: [Signature]
Donald M. Dailey

By: [Signature]
John A. Palmer

SECURED PARTY:
SIGNET BANK/MARYLAND

By: X [Signature]

Steven M. Wienecke CLO
(Type Name)

August 17 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

12
101.50
.50

FINANCING STATEMENT
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fenhagen, Hoffberge & Coxe
Address 326 First Street #38 Annapolis, MD 21405

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP.
Address 225 West 34th Street, New York, N. Y. 10122

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1- PTW System 5000
- 1- Laser Printer
- 1- RC Processor
- 60- Typefaces

RECORD FEE 11.00
POSTAGE .50
MIDWEST COHD R04 109156
00/24/12

Together with all addition, accession and/or replacement of any or all parts .

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

T. Banks
(Signature of secured party)

T. BANKS
Type or Print Above Name on Above Line

(Signature of _____)

Type or Print Above Signature on Above Line

F. David Fenhagen Owner
(Signature of Debtor)

F. DAVID FENHAGEN
Type or Print Above Signature on Above Line

BY: Darlene A. Hairsine
Darlene A. Hairsine, Pres.

BY: Steven Shramko
Steven Shramko, Pres./Treas.

11.80



FINANCING STATEMENT

274285

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s)
 James Hall T/A
 J & L Auto Sales & J & L Auto Buys

Address(es)
 7605 Quarterfield Rd.
 Glen Burnie Maryland 21061

6. Secured Party
 Provident Bank of Maryland
 Attention: Dennis Krugman- HQCM
Type name & title

Address
 P.O. Box 1661
 Baltimore, Md. 21203-1661

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual and contract rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. *All Equipment and Fixtures*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. *Proceeds*. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) _____.

Debtor(s):

James H. Hall, Jr. (Seal)

Jimmy Hall T/A J & L Auto

By

(Seal)

(Seal)

James H. Hall, Jr. Sole Proprietor

Type name and title

Mr. Clerk: Please return to Provident Bank of Maryland to the officer and at the address set forth in paragraph 6 above.

Send return Recordation Documents to:
 Dennis Krugman
 Provident Bank of Maryland
 P.O. Box 1661
 Baltimore, Maryland 21203-1661

RECORD FEE 13.00
 POSTAGE .50
 #197070 C040 R04 T11-01
 03/24/03

Debtor or Assignor Form

FINANCING STATEMENT
DISCLOSING ASSIGNMENT

Anne Arundel County

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$

To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Enpro, Inc.

20 A Crane Highway
Glen Burnie, Maryland 21061

SECURED PARTY

Darven, Inc.

—Address: 20 A Crane Highway
Glen Burnie, Maryland 21061

Attach separate list if necessary

- The name and address of the Assignee of the Secured Party's Security Interest is: First National Bank of Maryland
25 S. Charles Street 101-560
Baltimore, Maryland 21201 Attn: P. Bergen
- This Financing Statement covers the following types (or items) of property (the collateral):

Tractor 1988 International F8300
S/N #1HSJYGUR7JH542446

- The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 11.00
POSTAGE .50
REGISTERED MAIL 11.00
TOTAL 22.50

- Proceeds of
 Products of the collateral are also specifically covered.

- Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor

Secured Party (or Assignee)

Enpro, Inc.

Darven, Inc.

BY: Steven Shramko
Steven Shramko, V.P.

BY: Darlene A. Hairsine
Darlene Hairsine, V.P./Sec.

BY: Darlene A. Hairsine
Darlene A. Hairsine, Pres.

BY: Steven Shramko

FNR 0172

Type or print names under signatures

Steven Shramko, Pres./Treas.

11.50

500 5:31 PAGE 240

274267

Debtor or Assignor Form

Anne Arundel County MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Darven, Inc. _____
 (Name)
 20 A Crane Highway _____
 (Address)
 Glen Burnie, Maryland 21061 _____

 Attn. Pamela T. Bergen 101-560 _____
 (Name of Loan Officer)
 P.O. Box 1596 _____
 (Address)
 Baltimore, MD 21203 _____

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired "Inventory", which is herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory; (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

RECORD FEE 11.00
 POSTAGE .30
 2197730 0040 504 711444
 00/24/90

Tractor 1988 International F8300
 S/N #1HSJYGUR7JH42446

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

 Darven, Inc. (Seal)
 X *Darlene Hairsine* (Seal)
 (Signature)
 Darlene Hairsine, V.P./Sec. _____
 (Print or Type Name)

 Darven, Inc. (Seal)
 X *Steven Shramko* (Seal)
 (Signature)
 Steven Shramko, Pres./Treas. _____
 (Print or Type Name)

11.50



lease #6710768

STATE OF MARYLAND

FINANCING STATEMENT

FORM UCC-1

531 PAGE 241

274288

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name B & G WHOLE FOODS CO.

Address MD. Wholesale Produce Mkt. Bldg.#B, Unit#5. Jessup, MD 20794

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 9104

Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1) Delta XT 20mg Mono System

RECORD FEE 13.00
#197320 0040 004 112742
08/24/88

"Equipment Lease - does not create a security interest."

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article §12-108(k)

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

for authorization hereof see attached lease.

(Signature of Debtor) Lessee

EATON FINANCIAL CORPORATION

Type or Print Above Name on Above Line

(Signature of Debtor) Lessee

(Signature of Secured Party) Lessor

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

3500

5. USE. LESSEE shall use Equipment solely in the conduct of its business, and in a careful and proper manner, and will not assign this Lease or its interest hereunder. Additionally, the LESSEE at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. LESSEE shall not make any alterations to Equipment without the prior written consent of LESSOR. All Equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of LESSOR and shall be deemed incorporated in Equipment and subject to the terms of this Lease as if originally leased hereunder. LESSEE covenants that it will make lawful use of the Equipment.

6. LOCATION. Equipment shall be located at the address to which Equipment is to be shipped and shall not be removed from such location without the prior written consent of LESSOR.

7. TIME. Time being of essence to this Lease, in the event that any Lease Payment(s) required to be made hereunder are not received by LESSOR within five (5) days from their due date, LESSEE agrees to pay in addition thereto a delinquency charge equal to five percent (5%) of the amount of said payment(s).

8. LOSS AND DAMAGE. Upon shipment of Equipment to LESSEE, the LESSEE hereby assumes and shall bear the entire risk of loss and damage to Equipment from any and every cause whatsoever.

9. INSURANCE. LESSEE shall keep Equipment insured against all risk of loss or damage from every cause whatsoever in an amount of not less than the aggregate amount of the total unpaid Lease Payments for the balance of the term of this Lease, plus an amount equal to twenty percent (20%) of the actual cost to LESSOR of such Equipment. LESSEE shall deliver to LESSOR a Certificate or other evidence regarding the coverage of the Equipment under a Property Insurance Policy naming the LESSOR as co-insured, or loss payee, with respect to the Equipment within twenty-one (21) days from the date of the execution by LESSOR of this Lease. In the event that the LESSEE fails to deliver to LESSOR a Certificate or other evidence regarding the coverage of the Equipment under a Property Insurance Policy as set forth above and within the time period as above stated, then LESSOR may procure such insurance and LESSEE shall pay LESSOR a charge for said insurance.

LESSEE hereby appoints LESSOR as LESSEE'S attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage to the Equipment under the Property Insurance Policy.

LESSEE shall also carry public liability insurance for both personal injury and property damage covering the maintenance, use or operation of the Equipment and said Public Liability Insurance Policy shall be in the name of the LESSOR and LESSEE and shall be in such form and contain such terms, amounts, and with such insurance companies satisfactory to LESSOR.

10. LAWS, TAXES AND OTHER FEES. LESSEE shall comply with all laws and regulations relating to the use of the Equipment and shall save LESSOR harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom. If compliance with any law, ordinance, rule or permit by any Government agency requires changes or additions to be made on or to Equipment, such changes or additions shall be made by LESSEE at its own expense. LESSEE shall promptly pay, when due, all license fees, registration fees, assessments, charges and taxes, municipal, state and federal (including, however, any taxes payable in respect to LESSOR'S income) which now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of the Equipment. In addition, LESSEE shall pay LESSOR a charge for LESSOR'S handling or collecting of property and/or use taxes.

11. TITLE RECORDING. Title to Equipment shall at all times remain in LESSOR. The LESSEE shall at all times keep the Equipment free and clear from all liens, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give LESSOR immediately written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE authorizes LESSOR, its successors, assigns and lenders to LESSOR, to file a lien, photographic or other reproduction of this Lease as a financing statement for the Equipment, and LESSEE further authorizes LESSOR, in LESSEE'S name, to execute and file financing statements for the Equipment. Such filings under the Uniform Commercial Code are not intended to imply that this Lease is not a true Equipment Lease Agreement. The Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR.

12. DEFAULT. In the event LESSEE shall default in the payment, when due, of any Lease Payment, additional Lease Payment, or any other sums due hereunder for a period of five (5) consecutive days thereafter, or in the event of any other default or breach of the other terms and conditions of this Lease or in the event of any default or breach of the terms and conditions of any other Equipment Lease Agreements or Rental Agreements between LESSEE and LESSOR, or if any execution or other process shall be issued in any action or proceeding against the LESSEE, whereby the said Equipment may be taken or distrained, or if the LESSEE shall enter into any agreement or composition with its creditors, or LESSEE becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, trustee, conservator or liquidator of LESSEE or all or a substantial part of its assets is appointed with or without the application or consent of LESSEE, or a petition is filed by or against LESSEE under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or breach by LESSEE of any of the terms of any loan or credit agreement, or default thereunder, or if the financial condition of the LESSEE'S business affairs shall so change as to, in LESSOR'S opinion, impair LESSOR'S Equipment or increase the credit risk involved, then and upon the happening of any of these event(s), LESSOR shall have the right to do any one or more of the following:

- (1) declare this Lease in default upon written notice to LESSEE, whereupon the entire amount of Lease Payments remaining to be paid over the balance of the Lease Term of this Lease of all Equipment then leased hereunder, together with all other obligations as hereinafter set forth, shall become immediately due and payable; and
- (2) proceed to appropriate court action or actions at law or in equity or in bankruptcy to enforce performance by LESSEE of the covenants and terms of this Lease and/or to recover damages for the breach thereof; and
- (3) terminate this Lease upon written notice to LESSEE; and
- (4) whether or not this Lease be so terminated, and without notice to LESSEE, repossess the Equipment wherever found, with or without legal process, and for this purpose LESSOR and/or its agents may enter upon any premises of or under the control or jurisdiction of LESSEE or any agent of LESSEE without liability for suit, action or other proceeding by LESSEE (any damages occasioned by such repossession being hereby expressly waived by LESSEE) and remove the Equipment therefrom.

Notwithstanding the fact that any or all of the Equipment is returned to or repossessed by LESSOR as aforesaid, LESSEE shall remain liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

If LESSEE fails to redeliver any Equipment to LESSOR, or LESSOR is unable for any reason to effect repossession of any Equipment, or LESSOR in its sole discretion does not repossess any of the Equipment, then, with respect to such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE, as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

LESSOR may also recover from LESSEE all costs and expenses, including, without limitation, reasonable attorneys' fees incurred by LESSOR in exercising any of its rights or remedies hereunder.

LESSOR, at its option, may apply the advance Lease Payments against the LESSEE'S obligations under this Lease.

Any repossession, resale or release of any Equipment by LESSOR shall not be a bar to the institution of litigation by LESSOR against LESSEE for damages for breach of this Lease, as hereinbefore provided, and the commencement of any litigation or the entry of judgment against LESSEE shall not be a bar to LESSOR'S rights to repossess any or all of the Equipment.

With respect to any Equipment returned to LESSOR, or repossessed by LESSOR pursuant to sub-paragraph (4) above, LESSOR may hold or use such Equipment for any purpose whatsoever, or may sell same at a private or public sale, for cash or credit, or may release same for such term and upon such Lease Payment as shall be solely determined by LESSOR. In the event of the sale or releasing by LESSOR of any such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages for breach of this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, less the proceeds of any sale or releasing of such Equipment, after first deducting therefrom all costs and expenses incurred in repossession, storage, repairs, reconditioning, sale, re-leasing, attorney's fees and collection fees with respect to such Equipment.

To the extent permitted by applicable law, LESSEE hereby waives any rights now or hereafter conferred by statute or otherwise which may require LESSOR to sell, lease or otherwise use any Equipment in mitigation of LESSEE'S damages, as set forth in this Paragraph 12, for which may otherwise limit or modify any of LESSOR'S rights or remedies under this Paragraph 12.

In the event that any court of competent jurisdiction determines that any provision of this Lease is invalid or unenforceable in whole or in part, such determination shall not prohibit LESSOR from establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which LESSOR seeks to recover such damages or the return of its Equipment.

13. CUMULATIVE REMEDIES. All remedies of LESSOR hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by LESSOR of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Damages occasioned by LESSOR'S taking possession of Equipment are hereby waived by LESSEE. LESSEE waives any right of venue and agrees that all legal, equitable or arbitration actions between LESSEE and LESSOR can be brought in a court of competent jurisdiction at the sole election and determination of LESSOR, and LESSEE consents thereto.

14. RETURN OF EQUIPMENT. On termination or expiration of this Lease, or upon LESSEE'S default, LESSEE shall, at its own cost and expense, return the Equipment to LESSOR at an address specified by LESSOR in the same condition as received, reasonable wear and tear and normal depreciation excepted. The LESSEE shall, in addition to all other payments due to LESSOR under the terms of this Lease, pay to LESSOR such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment.

15. RENEWAL. Unless LESSEE, sixty (60) days prior to the expiration of the Lease, notifies LESSOR in writing of its intention to terminate this Lease at its expiration date, then this Lease shall automatically be extended upon all of the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document and shall continue from year to year thereafter under the same terms and conditions until terminated.

16. ASSIGNMENT. This Lease or any Equipment or any Lease Payments or other sums due or to become due hereunder may be transferred or assigned by LESSOR, without notice, and in such event LESSOR'S transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR under this Lease, and LESSEE'S obligations under this Lease shall not be subject to any defense, offset or counterclaim available to LESSEE against LESSOR.

17. CONFLICTS. If any provision of this Lease is in conflict with any statute or rule of law of any state or territory, wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions of this Lease. For the sole purpose of resolving any problem of conflict of laws with respect solely to filing or recording hereof, it is agreed that questions of filing or recording shall be determined by the law of such place where the Equipment is located. In all other respects, this Lease shall be governed by the Laws of the Commonwealth of Massachusetts.

18. NOTICES. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at the address specified above its signature hereto, or at such other address as may be hereafter specified by like notice by either party to the other.

19. CAPTIONS. Captions are intended for convenience or reference only, and shall not be construed to alter or vary the text.

20. ACCESS. LESSEE shall, whenever requested, advise LESSOR of the exact location of the Equipment. LESSOR may, for the purpose of inspections, at all reasonable times, enter upon any job, building, or place where Equipment is located and may remove Equipment forthwith without notice to LESSEE, if Equipment is, in the opinion of LESSOR, being used beyond its capacity or in any manner improperly cared for, abused or misused.

21. INDEMNITY. LESSEE shall and does hereby agree to indemnify and save LESSOR, its successors and assigns, harmless from any and all liability, damages or loss, including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where and how and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by LESSEE), maintenance, delivery and return of the Equipment, or in the event that the LESSEE shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by the LESSEE. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Lease.

22. ENTIRE LEASE, CHANGES. This Lease contains the entire agreement between the LESSOR and LESSEE and may not be altered, amended, modified, terminated or otherwise changed, except by a writing signed by an executive officer of LESSOR. Notwithstanding the foregoing, LESSEE hereby authorizes LESSOR, without further notice, to complete the description of the Equipment to be leased, the quantity thereof, and to fill in any blank spaces on this Lease, and to date this Lease. LESSEE shall pay LESSOR a charge for LESSOR'S documentation in connection with this Lease.

23. MISCELLANEOUS. This Lease shall be valid and enforceable when executed in writing by LESSOR and shall be governed by the Laws of the Commonwealth of Massachusetts and shall be binding upon LESSOR and LESSEE and their respective legal representatives, successors and assigns.

24. OTHER COVENANTS AND WARRANTIES OF LESSEE. LESSEE agrees that this Lease is irrevocable for the full term thereof, that LESSEE'S obligations under this Lease are absolute and shall continue without abatement and regardless of any disability to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment properly to operate, termination by operation of law, or any other cause.

Lease #6710664

STATE OF MARYLAND

274289

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name Full Gospel Mission Church of Baltimore

Address 105 N. Camp Meade Rd., Linthicum, MD 21090

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 9104

Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Ricoh 2070 Copier #7880536805

Name and address of Assignee
RECORD FEE 13.00
#197310 0040 R04 112-42
08/14/88

"Equipment Lease - does not
have interest."

Not subject to Recordation Tax pursuant
to Maryland Annotated Code Article
§12-108(x)

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

For Authorization See Attached Lease

(Signature of Debtor) Lessee

Full Gospel Mission Church of Baltimore

Type or Print Above Name on Above Line

(Signature of Debtor) Lessee

Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION

Diane Schuman

(Signature of Secured Party) Lessor

Type or Print Above Signature on Above Line



EATON FINANCIAL CORPORATION

AND SUBSIDIARY THE LEASE FACTOR INC.

The Beaumont Building • P.O. Box 9104 • Framingham, MA 01701 • Tel. (617) 620-0099

5:31 PAGE 245

APR II
67698324

6710664

CUSTOMER NUMBER

NAME AND ADDRESS OF LESSEE (Complete Legal Name)		SUPPLIER OF EQUIPMENT (Complete Address)	
Full Gospel Misson Church of Baltimore 105 N. Camp Meade Road Linthicum, MD 21090		Smith Office Machines Corp. 156 Hillwood Ave. Falls Church, VA 22046	
Rev. David C. Sohen	(301)850-4047	Chan So	(703) 532-1322
PERSON TO CONTACT	TELEPHONE NO	SALESPERSON	TELEPHONE NO

DESCRIPTION OF EQUIPMENT LEASED / (include make, year, model, identification and model numbers or marks)

Ricoh 2070 Copier #7880536805

EQUIPMENT TO BE DELIVERED AND LOCATED AT

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

1. SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE.

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST
		PAYMENT	TAX	OTHER		
39	39	95.31			95.31 x 3	ONE TWO THREE FOUR OTHER MOS OTHER MOS

ADDITIONAL PROVISIONS

2. LEASE. Eaton Financial Corporation (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the Lease Payments as set forth above and on the terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the Lease. THE LEASE PAYMENTS SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD IF THE ACTUAL TOTAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE, AND IN THAT EVENT THE LESSEE AUTHORIZES LESSOR TO ADJUST THE LEASE PAYMENTS UPWARD OR DOWNWARD, NOT TO EXCEED TWENTY PERCENT (20%).

3. WARRANTIES. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages; and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. DELIVERY AND ACCEPTANCE. The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR, the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease.

By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

EATON FINANCIAL CORPORATION . LESSOR:

by David C. Sohen
Authorized Signature and Title

Date 7/29/88

. LESSEE

by Chan So
Authorized Signature and Title

Date _____

AFFIX SEAL

5. USE LESSEE shall use Equipment solely in the conduct of its business and in a careful and proper manner, and will not assign this Lease or its interest hereunder. Additionally, the LESSEE at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. LESSEE shall not make any alterations to Equipment without the prior written consent of LESSOR. All Equipment accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of LESSOR and shall be deemed incorporated in Equipment and subject to the terms of this Lease as if originally leased hereunder. LESSEE covenants that it will make lawful use of the Equipment.

6. LOCATION Equipment shall be located at the address to which Equipment is to be shipped and shall not be removed from such location without the prior written consent of LESSOR.

7. TIME Time being of essence to this Lease, in the event that any Lease Payment(s) required to be made hereunder are not received by LESSOR within five (5) days from their due date, LESSEE agrees to pay in addition thereto a delinquency charge equal to five percent (5%) of the amount of said payment(s).

8. LOSS AND DAMAGE Upon shipment of Equipment to LESSEE, the LESSEE hereby assumes and shall bear the entire risk of loss and damage to Equipment from any and every cause whatsoever.

9. INSURANCE LESSEE shall keep Equipment insured against all risk of loss or damage from every cause whatsoever in an amount of not less than the aggregate amount of the total unpaid Lease Payments for the balance of the term of this Lease, plus an amount equal to twenty percent (20%) of the actual cost to LESSOR of such Equipment. LESSEE shall deliver to LESSOR a Certificate or other evidence regarding the coverage of the Equipment under a Property Insurance Policy naming the LESSOR as co-insured or loss payee with respect to the Equipment within twenty-one (21) days from the date of the execution by LESSOR of this Lease. In the event that the LESSEE fails to deliver to LESSOR a Certificate or other evidence regarding the coverage of the Equipment under a Property Insurance Policy as set forth above and within the time period as above stated, then LESSOR may procure such insurance and LESSEE shall pay LESSOR a charge for said insurance.

LESSEE hereby appoints LESSOR as LESSEE'S attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage to the Equipment under the Property Insurance Policy.

LESSEE shall also carry public liability insurance for both personal injury and property damage covering the maintenance, use or operation of the Equipment, and said Public Liability Insurance Policy shall be in the name of the LESSOR and LESSEE and shall be in such form and contain such terms, amounts, and with such insurance companies satisfactory to LESSOR.

10. LAWS, TAXES AND OTHER FEES LESSEE shall comply with all laws and regulations relating to the use of the Equipment and shall save LESSOR harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom. If compliance with any law, ordinance, rule or permit by any Government agency requires changes or additions to be made on or to Equipment, such changes or additions shall be made by LESSEE at its own expense. LESSEE shall promptly pay, when due, all license fees, registration fees, assessments, charges and taxes, municipal, state and federal, including, however, any taxes payable in respect to LESSOR'S income, which now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of the Equipment. In addition, LESSEE shall pay LESSOR a charge for LESSOR'S handling or collecting of property and/or use taxes.

11. TITLE RECORDING Title to Equipment shall at all times remain in LESSOR. The LESSEE shall at all times keep the Equipment free and clear from all liens, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever. LESSEE shall give LESSOR immediately written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE authorizes LESSOR, its successors, assigns and lenders to LESSOR, to file a carbon, photographic or other reproduction of this Lease as a financing statement for the Equipment, and LESSEE further authorizes LESSOR, in LESSEE'S name to execute and file financing statements for the Equipment. Such filings under the Uniform Commercial Code are not intended to imply that this Lease is not a true Equipment Lease Agreement. The Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR.

12. DEFAULT In the event LESSEE shall default in the payment, when due, of any Lease Payment, additional Lease Payment, or any other sums due hereunder for a period of five (5) consecutive days thereafter, or in the event of any other default or breach of the other terms and conditions of this Lease or in the event of any default or breach of the terms and conditions of any other Equipment Lease Agreements or Rental Agreements between LESSEE and LESSOR, or if any execution or other process shall be issued in any action or proceeding against the LESSEE, whereby the said Equipment may be taken or distrained, or if the LESSEE shall enter into any agreement or composition with its creditors, or LESSEE becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, trustee, conservator or liquidator of LESSEE of all or a substantial part of its assets is appointed with or without the application or consent of LESSEE, or a petition is filed by or against LESSEE under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or breach by LESSEE of any of the terms of any loan or credit agreement, or default thereunder, or if the financial condition of the LESSEE'S business affairs shall so change as to, in LESSOR'S opinion, impair LESSOR'S Equipment or increase the credit risk involved, then and upon the happening of any of these event(s), LESSOR shall have the right to do any one or more of the following:

- (1) declare this Lease in default upon written notice to LESSEE, whereupon the entire amount of Lease Payments remaining to be paid over the balance of the Lease Term of this Lease of all Equipment then leased hereunder, together with all other obligations as hereinafter set forth, shall become immediately due and payable, and
- (2) proceed to appropriate court action or actions at law or in equity or in bankruptcy to enforce performance by LESSEE of the covenants and terms of this Lease and/or to recover damages for the breach thereof, and
- (3) terminate this Lease upon written notice to LESSEE, and
- (4) whether or not this Lease be so terminated, and without notice to LESSEE, repossess the Equipment wherever found, with or without legal process, and for this purpose LESSOR and/or its agents may enter upon any premises of or under the control or jurisdiction of LESSEE or any agent of LESSEE without liability for suit, action or other proceeding by LESSEE (any damages occasioned by such repossession being hereby expressly waived by LESSEE) and remove the Equipment therefrom.

Notwithstanding the fact that any or all of the Equipment is returned to or repossessed by LESSOR, as aforesaid, LESSEE shall remain liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

If LESSEE fails to redeliver any Equipment to LESSOR or LESSOR is unable for any reason to effect repossession of any Equipment, or LESSOR in its sole discretion does not repossess any of the Equipment, then, with respect to such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE, as liquidated damages for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

LESSOR may also recover from LESSEE all costs and expenses, including, without limitation, reasonable attorney's fees incurred by LESSOR in exercising any of its rights or remedies hereunder.

LESSOR at its option, may apply the advance Lease Payments against the LESSEE'S obligations under this Lease.

Any repossession, resale or release of any Equipment by LESSOR shall not be a bar to the institution of litigation by LESSOR against LESSEE for damages for breach of this Lease, as hereinbefore provided, and the commencement of any litigation or the entry of judgment against LESSEE shall not be a bar of LESSOR'S rights to repossess any or all of the Equipment.

With respect to any Equipment returned to LESSOR or repossessed by LESSOR pursuant to sub-paragraph (4) above, LESSOR may hold or use such Equipment for any purpose whatsoever, or may sell same at a private or public sale, for cash or credit, or may re-lease same for such term and upon such Lease Payment as shall be solely determined by LESSOR. In the event of the sale or releasing by LESSOR of any such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages for breach of this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, less the proceeds of any sale or releasing of such Equipment after first deducting therefrom all costs and expenses incurred in repossession, storage, repairs, reconditioning, sale, releasing, attorney's fees and collection fees with respect to such Equipment.

To the extent permitted by applicable law, LESSEE hereby waives any rights now or hereafter conferred by statute or otherwise which may require LESSOR to sell, lease or otherwise use any Equipment in mitigation of LESSEE'S damages, as set forth in this Paragraph 12, or which may otherwise limit or modify any of LESSOR'S rights or remedies under this Paragraph 12.

In the event that any court of competent jurisdiction determines that any provision of this Lease is invalid or unenforceable in whole or in part, such determination shall not prohibit LESSOR from establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which LESSOR seeks to recover such damages or the return of its Equipment.

13. CUMULATIVE REMEDIES All remedies of LESSOR hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by LESSOR of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Damages occasioned by LESSOR'S taking possession of Equipment are hereby waived by LESSEE. LESSEE waives any right of venue and agrees that all legal, equitable or arbitration actions between LESSEE and LESSOR can be brought in a court of competent jurisdiction at the sole election and determination of LESSOR, and LESSEE consents thereto.

14. RETURN OF EQUIPMENT On termination or expiration of this Lease, or upon LESSEE'S default, LESSEE shall, at its own cost and expense, return the Equipment to LESSOR at an address specified by LESSOR in the same condition as received, reasonable wear and tear and normal depreciation excepted. The LESSEE shall, in addition to all other payments due to LESSOR under the terms of this Lease, pay to LESSOR such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment.

15. RENEWAL Unless LESSEE, sixty (60) days prior to the expiration of the Lease, notifies LESSOR in writing of its intentions to terminate this Lease at its expiration date, then this Lease shall automatically be extended upon all of the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document and shall continue from year to year thereafter under the same terms and conditions until terminated.

16. ASSIGNMENT This Lease or any Equipment or any Lease Payments or other sums due or to become due hereunder may be transferred or assigned by LESSOR, without notice, and in such event LESSOR'S transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR under this Lease, and LESSEE'S obligations under this Lease shall not be subject to any defense, offset or counterclaim available to LESSEE against LESSOR.

17. CONFLICTS If any provision of this Lease is in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions of this Lease. For the sole purpose of resolving any problem of conflict of laws with respect solely to filing or recording hereof, it is agreed that questions of filing or recording shall be determined by the law of such place where the Equipment is located. In all other respects, this Lease shall be governed by the Laws of the Commonwealth of Massachusetts.

18. NOTICES All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at the address specified above its signature hereto, or at such other address as may be hereafter specified by like notice by either party to the other.

19. CAPTIONS Captions are intended for convenience or reference only, and shall not be construed to alter or vary the text.

20. ACCESS LESSEE shall whenever requested, advise LESSOR of the exact location of the Equipment. LESSOR may, for the purpose of inspections, at all reasonable times, enter upon any job, building, or place where Equipment is located and may remove Equipment forthwith without notice to LESSEE, if Equipment is, in the opinion of LESSOR, being used beyond its capacity or in any manner improperly cared for, abused, or misused.

21. INDEMNITY LESSEE shall and does hereby agree to indemnify and save LESSOR, its successors and assigns, harmless from any and all liability, damages, or loss, including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where and how and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by LESSEE), maintenance, delivery and return of the Equipment, or in the event that the LESSEE shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by the LESSEE. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Lease.

22. ENTIRE LEASE, CHANGES This Lease contains the entire agreement between the LESSOR and LESSEE and may not be altered, amended, modified, terminated or otherwise changed, except by a writing signed by an executive officer of LESSOR. Notwithstanding the foregoing, LESSEE hereby authorizes LESSOR, without further notice, to complete the description of the Equipment to be leased, the quantity thereof, and to fill in any blank spaces on this Lease, and to date this Lease. LESSEE shall pay LESSOR a charge for LESSOR'S documentation in connection with this Lease.

23. MISCELLANEOUS This Lease shall be valid and enforceable when accepted in writing by LESSOR and shall be governed by the Laws of the Commonwealth of Massachusetts and shall be binding upon LESSOR and LESSEE and their respective legal representatives, successors and assigns.

24. OTHER COVENANTS AND WARRANTIES OF LESSEE LESSEE agrees that this Lease is irrevocable for the full term thereof, that LESSEE'S obligations under this Lease are absolute and shall continue without abatement and regardless of any disability to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment properly to operate, termination by operation of law, or any other cause.

BOOK 531 PAGE 217

274290

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1 DEBTOR(S) and Address(es) Printer's Ink, Inc. T/A Minuteman Press 10 Aquahart Road Glen Burnie, MD 21061</p>	<p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Gloria Bolton T0609</p> <hr/> <p style="text-align: center;">Return to Secured Party</p>
---	---

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other _____

RECORD FEE 12.00
POSTAGE .00

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~(is not)~~ exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ _____

DEBTOR: Printer's Ink, Inc.
T/A Minuteman Press
10 Aquahart Road
Glen Burnie, MD 21061

SECURED PARTY:
SIGNET BANK/MARYLAND

REPTING COND ROA TL2437
00/24/88

By: [Signature]
Donald M. Dailey
(Type Name)

By: X [Signature]

Steven M. Wienecke CLO
(Type Name)

By: [Signature]
John A. Palmer

August 17 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

1230

STATE OF MARYLAND

BOOK 531 PAGE 249

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 292329

RECORDED IN LIBER 415 FOLIO 234 ON 7-25-81 (DATE)

1. DEBTOR

Name John R. & Wayne R. O'Reilly
Address 5970 Brookwood Rd. Arthurs MD 20711

2. SECURED PARTY

Name Money Peguon Credit Corp
Address PO Box 10557 Des Moines IA 50316

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00
POSTAGE .50
#197490 6046 R04 114157
08/24/88

CK

40-19025-2403348 None Provided

Dated 8-10-88

Loriel Dherfler
(Signature of Secured Party)

Wayne O'Reilly Cr Clerk
Type or Print Above Name on Above Line

10.50

BOOK 531 PAGE 249

274291

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) ABBA Enterprise, Inc 1410 Forest Drive #6 Annapolis, MD 21403	2 Secured Party(ies) and address(es) AVCO Leasing Services, Inc 9653 Lee Highway #15 Fairfax, VA 22031	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 RECORD TAX 24.50 POSTAGE .50 #197520 0340 #04 115912 08/24/08 REFUND .50 5 Assignee(s) of Secured Party and Address(es) 
4 This financing statement covers the following types (or items) of property: 1 GDM Glass Door Display Merchandiser Serial#570003 COST: \$3500.00 Subject to Recordation Tax of \$24.50		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Filed with
 Anne Arundel County Clerk

ABBA Enterprises, Inc
 By: James Endrey
 Signature(s) of Debtor(s)

AVCO Leasing Services, Inc
 By: Julie Milway
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Anne Arundel County

BOOK 531 PAGE 250

271232

To Be Recorded In The
Chattel Records of The Local
Jurisdiction And Among The
Financing Statement Records
Of The State Department of
Assessments And Taxation.

Not Subject To Recording Tax
(Exempt Collateral).

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTORS:

NEIL T. COAKLEY
FAMILY BUSINESS TRUST
FREDERICK G. WILLIAMS
FAMILY BUSINESS TRUST
c/o Coakley & Williams, Inc.
Maryland Trade Center
Suite 1600
7500 Greenway Center Drive
Greenbelt, Maryland 20770

2. SECURED PARTIES:

THE FIRST NATIONAL BANK
OF MARYLAND
25 South Charles Street
12th Floor
Baltimore, Maryland 21201
Attn: Jack Daniels,
Assistant Vice President

RECORD FEE 18.00

POSTAGE .50

#348140 0055 P01 715142

08/24/88

EQUITABLE BANK, NATIONAL
ASSOCIATION
100 S. Charles Street
Baltimore, Maryland 21201
Attention: R. Hugh Newton, Jr.,
Vice President

FIRST AMERICAN BANK OF MARYLAND
8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Les W. Carter,
Vice President

MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202
Attention: Frank A. Lafalce,
Vice President

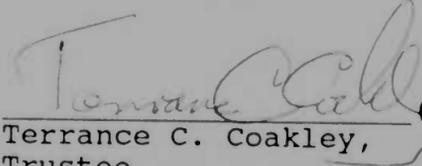
SOVRAN BANK/MARYLAND
6610 Rockledge Drive
Bethesda, Maryland 20817
Attention: William L. Shaw,
Vice President

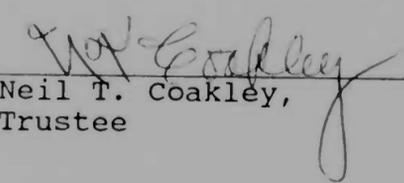
1850

3. This Financing Statement covers and each of the Debtors grants a security interest to each of the Secured Parties in the following:
- a. All partnership interests and related property rights of each of the Debtors in F & N Center Associates Limited Partnership, a Maryland limited partnership, Beech Center Associates Limited Partnership, a Maryland limited partnership, FIDI Limited Partnership, a Maryland limited partnership, and Lexington Joint Venture, a Maryland joint venture (hereinafter, collectively, the "Partnerships"), together with all related rights and benefits, including but not limited to, all rights to distributions of money or properties from the Partnerships, all General Intangibles, Contract Rights, Accounts, Documents, Instruments, and Chattel Paper of each of the Debtors arising from or as a result of the ownership of a partnership interest in the Partnerships, and all loan repayments or other payments or sums owed from time to time by the Partnerships to each of the Debtors;
 - b. All Records relating or pertaining to any of the above described collateral; and
 - c. The products and proceeds of the above described assets and properties.

DEBTORS:

NEIL T. COAKLEY FAMILY
BUSINESS TRUST

By:  (SEAL)
Terrance C. Coakley,
Trustee

By:  (SEAL)
Neil T. Coakley,
Trustee

BRO. 531 PAGE 252

FREDERICK G. WILLIAMS FAMILY
BUSINESS TRUST

By: Frederick G. Williams (SEAL)
Frederick G. Williams,
Trustee

By: Gary Williams (SEAL)
Gary Williams, Trustee

Date: August 22, 1988

TO FILING OFFICER: After this Statement has been recorded,
please return to:

James M. Smith, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JMS) 07230

JMS:DIR
C7230FS.1

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
S & Z INTERNATIONAL AIR
FORWARDERS, INC.
7520 CONNELLY DR. SUITE L & M
HANOVER, MD 21076

2. Secured Party(ies) and address(es)
YALE INDUSTRIAL TRUCKS-
MARYLAND INC.
208 AZAR COURT
BALTIMORE, MD 21227

For Filing Officer (Date, Time, Number,
and Filing Office)
RECORD FEE 11.00
POSTAGE .50
#197690 COMD 204 T15441
08/24/88

4. This financing statement covers the following types (or items) of property:
All of the Equipment now or hereafter leased by Lessor to Lessee,
including, without limitation, the following: (1) New Yale
Forklift; and all accessions, additions, replacements,
substitutions thereto and therefor, and all Proceeds, Including
Insurance Proceeds, Thereof.

5. Assignee(s) of Secured Party and
Address(es)
GENERAL ELECTRIC CAPITAL
CORPORATION
P.O. BOX 2160
FLEMINGTON, NJ 08822

Not Subject to Recordation Tax - \$1.00 Buyout

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: CLERK OF CIRCUIT COURT P.O. BOX 71 ANNAPOLIS, MD ~~XXXX~~ 21404 Attn: Recording Off.

S & Z INTERNATIONAL AIR FORWARDERS, INC.

YALE INDUSTRIAL TRUCKS-MARYLAND, INC.

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. []

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

Table with 2 columns: 1. DEBTOR(S) and Address(es): (last name first) and 2. SECURED PARTY. Includes addresses for Hawthorne Woods Limited and THE ZAMOISKI CO.

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
5. This transaction is exempt from the recording tax. (Md.)
6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 12.00
POSTAGE .00
REGISTERED COPY ROOM 116400
08/24/93

DEBTOR:

SECURED PARTY:

Hawthorne Woods Limited
(Type Name)

THE ZAMOISKI CO.

By: Robert S. Gaines, Gen. Part (SEAL)

By: J. Mulkey, President/Treasurer

By: (SEAL)

(Date Signed by Debtor) 19

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

1250

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

11-50

BOOK 531 PAGE 256

274295

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at Anne Arundel County
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Ruppert Brothers of Maryland, Inc. Address(es): 479 Jumpers Hole Rd.
P. O. Box 304
Severna Park, Md. 21146

6. Secured Party: Maryland National Bank Address: Department: LDRU
Attention: Ruth Riley Post Office Box 987, Mailstop 022801
Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A)

RECORD FEE 11.00
POSTAGE .50
#197620 0040 RC4 T16-74
08/24/88

Debtor: Ruppert Brothers of Maryland, Inc.

Secured Party: Maryland National Bank

By: David P. Ruppert CHBD (Seal)
Type name and title, if any
David P. Ruppert-CHBD

By: [Signature] (Seal)
David R. Long, Secured Lending Officer

By: _____ (Seal)
Type name and title, if any

Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

M.N.B.
AUG 15 '88
LDRU

3919560 - - 142627

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 8/19/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Universal T V. Rental, Inc.
Address 7770 Beechmont Ave., Cincinnati, OH 45230

2. SECURED PARTY

Name General Electric Capital Corporation
Address 260 Long Ridge Road, Stamford, CT 06902

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Recordation taxes in the amount of \$1,650.00 have already been paid to MD. dep't of assessments and taxation. UCC's are also being filed in Baltimore City, MD.

Name and address of Assignee

All of Debtor's now owned and existing and hereafter acquired accounts, inventory, chattel paper, contracts, documents, general intangibles, instruments, all other goods and personal property, wheresoever located, as more particularly described on Exhibit A attached hereto.

RECORD FEE 17.00
POSTAGE .50
#198090 0040 004 112103
08/25/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

02-F1390-7823

(2)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

X Gary L. Wilson President
(Signature of Debtor)

Universal T.V. Rental, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jaworski
(Signature of Secured Party)

General Electric Capital Corporation
Type or Print Above Signature on Above Line

531 PAGE 257



Financing Statement between GENERAL ELECTRIC CREDIT CORPORATION, as Secured Party and UNIVERSAL T.V. RENTAL, INC. and its Subsidiaries, as Debtors

This financing statement covers all right, title and interest of Debtors in and to the following described property whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, the Debtors regardless of where located:

(i) All accounts, accounts receivable, other receivables, contract rights, chattel paper, instruments, documents and notes (the "Accounts");

(ii) All general intangibles, including without limitation, any other intangible personal property of any of the Debtors (including things in action and causes of action) including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, claims to insurance proceeds and any guarantee, claim, security interest or other security held by or granted to any of the Debtors to secure payment by an account debtor of any of the Accounts, and the contract rights of the Debtors in contracts;

(iii) All machinery, equipment, furnishings and fixtures and all other tangible personal property similar to any of the foregoing now or hereafter acquired by the Debtors, including, without limitation, all items of machinery and equipment of any kind, nature and description whether affixed to real property or not, as well as trucks and vehicles of every description, trailers, handling and delivery equipment, fixtures and office furniture, as well as additions to, substitutions for, replacement of or accessions to any of the items recited as aforesaid and all attachments, components, parts (including spare parts) and accessories whether installed thereon or affixed thereto;

(iv) All goods, merchandise or other similar personal property, finished products intended for sale, raw materials, parts, supplies and work in process of every kind and description, in the custody or possession, actual or constructive, of a Debtor, including any of the foregoing that is temporarily out of the custody or possession of a Debtor, any returns upon any Accounts and other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing;

(v) All inventory of the Debtors, held by Debtors for sale or lease or to be furnished under contracts of service or if so furnished, or if they are raw materials, work

in process or materials used or consumed in a business, including all goods obtained by a Debtor in exchange for such inventory, any products made or processed from such inventory; and

(vi) To the extent not otherwise included, all documents and instruments relating to, and all proceeds of, any or all of the foregoing, and whatever is received from the sale, exchange, collection or other disposition of any or all of the foregoing, including, but not limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to a Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to a Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of any of the foregoing by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority).

CO/47660.253/9-1

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7
17 50

To Be Recorded In The Land Records
And In The Financing Statement
Records Of The Circuit Clerk Of
Anne Arundel County And
Among The Financing Statement
Records Of The State Department
The of Assessments and Taxation

Subject To Recording Tax Of _____
On Principal Amount Of _____
Which Was Paid To The Clerk Of The
Circuit Court Of _____
Upon The Filing Of A Deed Of Trust
in the Land Records of _____
County, Maryland

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR:

CRAIN'S ^{Inc.} Banner Glass Incorporated
906 ~~Crane~~ Highway
Glen Burnie, Maryland

2. SECURED PARTY:

THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
Baltimore, MD 21201,

Attention: David Borsos

RECORD FEE 17.00
POSTAGE .50

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

a. All plant equipment apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other Chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property and improvements located at 906 ~~Crane~~ Highway, Glen Burnie, ~~Baltimore~~ County, Maryland and described on Exhibit "A" attached hereto (herein the "Real Property") including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures, and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

Anne Arundel

CRAIN'S

- 1 - MTW

ADH/plw
8788N

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents and monies payable under, by reason of, or with respect to, any restrictive covenants, easements, or agreements applicable to lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), which have not been extracted from the Real Property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same, and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property, including, but not limited to, the right to receive lease or other payments with regard thereto.
- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the Real Property.

- i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the Circuit Court for Baltimore County from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of one (1) pages.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions, and accretions of or to any of the above-described collateral.

Inc. 650
DEBTOR: BANNER GLASS, INCORPORATED

By: *Robert [unclear]*

Title: *President*

TO FILING OFFICER: After this Statement has been recorded, please return to:

FIRST NATIONAL BANK OF MARYLAND
P.O. BOX 1596
ATTN: _____
Banc Code: _____
BALTIMORE, MARYLAND 21203

EXHIBIT 'A'

All that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME on the Northwest side of the Light Street Road at the beginning of the whole parcel of ground conveyed by Curtis Creek Mining, Furnace and Manufacturing Company to Frederick Nicklas and Julie Nicklas, his wife, by a Deed dated June 29, 1918, and recorded among the Land Records of Anne Arundel County in GW Liber 150, page 73, and running thence binding for a part on said first line of said whole parcel and on the Northwest side of said road North 27 degrees 4 minutes East 63-1/2 feet; thence North 59 degrees, 37 minutes West 674 feet to intersect the third line of said whole parcel of ground; thence on said third line South 27 degrees 4 minutes West 78 feet to the outline of the whole lot as heretofore marked and thence on said outline South 80 degrees 20 minutes East 673-1/2 feet to the place of beginning. Containing one and 14/100ths acres. The improvements thereon being known as 306 Chain Highway, NW.

Vol 531 no 265

27-1299

Cross-index in
Land Records

Indemnity Financing Statement
not subject to Recordation Tax

BOOK 4675 PAGE 779 DATE: August 18, 1988

INDEMNITY FINANCING STATEMENT

- 1. Guarantor: Address:
W. F. UTS Construction Company, Inc. 1511 Ritchie Highway
Arundel, Maryland 21012
- 2. Secured Party: Address:
NONS FEDERAL SAVINGS BANK 122-128 West Washington Street
P.O. Box 1179
Hagerstown, Maryland 21741

RECORD FEE 15.00
POSTAGE .50

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, stoves and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or electrical, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property or are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

15.00
50

MONUMENTAL TITLE DIVISION
COMMONWEALTH LAND TITLE INS. CO.
P. O. BOX 1008
SEVERNA PARK, MARYLAND 21146

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

NO. 531 PAGE 266

BOOK 4675 PAGE 780

SCHEDULE A

All those lots of ground being known and designated as Lot No. 20 and Parcel No. 16 as shown on the Plat entitled, "Minor Subdivision, Administrative Plat, Windmill Point, Lot No. 20 and Parcel 16", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 109, page 42.

07576-19516

5:31 DEC 26 1967

- 4. The aforesaid items are included as security in an Indemnity Deed of Trust of even date herewith given by Guarantor to RICHARD W. PROEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by William F. Utz to Home Federal Savings Bank, and are deemed by said Indemnity Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Guarantor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

GUARANTOR:

W. F. UTZ CONSTRUCTION COMPANY,
INC

By William F. Utz, President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By Jacques M. Gave
Vice President

UTZ03.198.emp

2 Mail to Monumental

274300

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
~~XXXXXX~~ U.C.C. RECORDS

For Filing Officer Use	
File No.	
Date &	
Hour	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

Riverbay Associates 920 Bestgate Road, Annapolis, Maryland

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

Potomac Savings Bank, FSB, 10230 New Hampshire Avenue, Silver Spring, MD

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE SCHEDULE A ATTACHED HERETO
AND INCORPORATED HEREWITH

Potomac Savings Bank
10230 New Hampshire Avenue
Silver Spring, Maryland 20903
Attn: Michael A. Cohen

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

RECORD FEE 19.00
POSTAGE .50

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

Description of Real Estate: See Exhibit A Attached hereto #167350 0055 R03 111-50
Name of Record Owner: Riverbay Associates

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

RIVERBAY ASSOCIATES

POTOMAC SAVINGS BANK, FSB (Seal)
(Corporate, Trade or Firm Name)

BY: [Signature]
John A. Bruno, General Partner

BY: _____
Signature of Secured Party or Assignee
Michael A. Cohen, Vice President

(Type or print name under signature)
BY: [Signature]
Girard C. Coffman, General Partner

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

08/26/88

1900

SCHEDULE FOR FINANCING STATEMENTSCHEDULE A

All of the personal property of any kind whatsoever related to, situated or located on, or used or useable in conjunction with, the development, maintenance or operation of the land described in the attached Exhibit A and improvements thereon (excluding all such property which is owned by occupancy tenants of the debtor and installed for the purposes of their tenancy if such occupancy tenant has the right to remove the same at or before the expiration of the term of the applicable lease) including, but not limited to, all materials, machinery, apparatus, equipment, furnishings, furniture, fixtures, and all other goods, chattels and articles of personal property including, without limitation, all building materials and supplies, furniture, rugs and carpets, linens and bedding materials, televisions, radios and other sound equipment, kitchen fixtures, utensils, and all cooking and serving equipment, furnaces, boilers, oil burners, refrigeration, air conditioning and sprinkler systems, awnings, screens, window shades, draperies, motors, dynomos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, including any proceeds and products thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or useable in connection with, the development, maintenance or operation of the certain improvements and amenities incidental thereto, on the land described in the Exhibit A attached hereto and incorporated herein by this reference. The land described in the attached Exhibit A is further described in that certain Deed of Trust to be recorded among the Land Records of Anne Arundel County, Maryland among (i) the Debtor, (ii) the Secured Party, and (iii) Sharon Riggins and Gregory D'Arco, as Trustees. Debtor is the record owner of the land described in the attached Exhibit A.

PARCEL ONE

BEGINNING for the same at a monument found where the North 41 degree 16 minute West 388 foot line of the conveyance from Mary E. Harris et al to Wilson Smothers and Marguerite Smothers, his wife, by deed dated June 15, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 332, folio 399, intersects with the northwest side of Bestgate Road, said point being North 41 degrees 16 minutes West 16.62 feet from the beginning of said line, and running from said beginning point so fixed with the remaining part of said line which is the North 41 degree 16 minute West foot line of the conveyance from Morris E. Meade and wife to John Clifton Sears and wife by deed dated April 1, 1933, and recorded in Liber F.A.M. 137, folio 207, North 41 degrees 16 minutes West 371.38 feet to a monument found at the end of said line; thence with the last line of the conveyance to Wilson Smothers and Marguerite Smothers North 87 degrees 21 minutes East 50 feet to a pipe set; thence crossing said conveyance South 41 degrees 15 minutes East 354.03 feet to a pipe set on the northwest side of Bestgate Road; thence with the side of said road South 37 degrees 09 minutes East 66.21 feet to the place of beginning. Containing 0.54 acres of land more or less.

PARCEL TWO

BEGINNING for the same at a stake now placed in the first line of a deed from William Harrod to John Harris, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 17, folio 87, dated March 17, 1920, - said stake being distant south 1 degree 45 minutes west 38 feet from a stone heretofore planted on the east side of Cabin Neck Branch and described in the above deed as being at the end of the first line of the whole tract; thence running from said beginning and with a course now corrected for variation south 1 degree 45 minutes west 402.5 feet to a point south 88 degrees 15 minutes east 4 feet from a ten inch white oak tree; thence continuing the same course south 1 degree 45 minutes west 158 feet to the center of the County Road leading from Camp Parole to Best Gate; thence with said road the three following courses and distances north 64 degrees 14 minutes east 146.6 feet; north 33 degrees 41 minutes east 197.3 feet and north 37 degrees 9 minutes east 51.77 feet; thence leaving the said road and running across the whole tract described in the aforesaid deed from William Harrod to John Harris in W.N.W. No. 17, folio 87, north 41 degrees 16 minutes west 388 feet to the place of beginning; containing one and ninety-two one hundredths (1.92) acres, according to a plat and survey by J. Revell Carr, March 1925, of the property of John H. Harris and Mary E. Harris, his wife. Being the identical property which was conveyed to John Clifton Sears and Nettie May Sears, his wife by Maurice E. Meade and Florence Meade, his wife by deed dated April 1, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 137, folio 207.

PARCEL THREE

BEGINNING for the same at a stone now bounded on the east side of a branch called Cabin Neck Branch, it being the beginning of Lots Numbers 1 and 3; and running from thence North 89 degrees 15 minutes West 234.3 feet in the center of a road; thence following said road, South 42 degrees 30 minutes East 116.9 feet: South 17 degrees 10 minutes East 106.9 feet: South 56 degrees 25 minutes East 218.25 feet: South 14 degrees 15 minutes East 112.45 feet: South 32 degrees 51 minutes East 102.71 feet to a point; thence leaving said road and running North 1 degree 45 minutes East 598.95 feet to the place of beginning. Containing 1.49 acres of land, more or less, including a portion of the County Road, now General's Highway to Best Gate. According to a survey made by J. Revell Carr, County Surveyor, March 1925.

Saving and excepting that portion conveyed to the State Roads Commission by Deed of March 6, 1980, which Deed is recorded among the Land Records of Anne Arundel County, Maryland, at Liber 3296, folio 482.

EXHIBIT A

FURTHER SAVINGS AND EXCEPTING that land which by Inquisition dated December 7, 1965 and recorded among the Land Records of Anne Arundel County in Liber 1930, folio 229, was granted and conveyed unto the State Road Commission of Maryland (.48 acres as shown on Plat #31444 filed in Case B-2754 in the Circuit Court of Anne Arundel County, Maryland).

RETURN TO:
Mid-Maryland Title Co., Inc.
79 West Street
Annapolis, MD 21401

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 28 July 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Davis' Pub, Inc.
Address 400 Chester Avenue, Annapolis, Maryland 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles at the following locations 400 Chester Avenue, Annapolis, Maryland 21403 and 3456 Pike Ridge Road, Edgewater, Maryland 21037.

RECORD FEE 11.00
POSTAGE .50
#266910 C237 R02 T11:44
08/26/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Davis' Pub, Inc.

By: [Signature]
(Signature of Debtor)

Lee T. Troutner, President

Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Michaela C. Troutner, Treasurer

Type or Print Above Signature on Above Line

Bay National Bank

[Signature]
(Signature of Secured Party)

John J. Feldman III Vice President

Type or Print Above Signature on Above Line

110050

Financing Statement

Perpetual Savings Bank, F.S.B.

PERPETUAL

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE. NO YES

NAME OF RECORD OWNER: Liberty Yacht Club, Inc., nominee on behalf of Liberty Marina Limited Partnership

Subject to recordation tax; principal amount is \$ LIBERTY MARINA LIMITED PARTNERSHIP, a Maryland

1. Name of Debtor: limited partnership, and 2. Name of Secured Party: Perpetual Savings Bank, F.S.B.
Address: 3 Bethesda Metro Center 2034 Eisenhower Avenue
Suite #650 Alexandria, Virginia 22314
Bethesda, Maryland 20814

3. This financing statement covers the following property of the Debtor, all whether now owned or hereafter acquired (hereafter "Collateral"). Check one or more boxes applicable:

(A) *Receivables.*
(1) All accounts, contract rights, instruments, documents, chattel paper, and general intangibles (including, but not limited to, choses in action, tax refunds and insurance proceeds); (2) any other amounts, obligations or indebtedness owed to the Debtor from whatever source, irrespective of whether such amounts, obligations, or indebtedness have been specifically assigned to the Secured Party; (3) all rights to receive any payment in money or in kind; (4) all goods, services, or other property represented by or securing any of the items referred to in (1) above, including, but not limited to, all goods that may be reclaimed or repossessed from or returned by any account debtor; (5) all of the Debtor's rights as an unpaid seller, including, but not limited to, stoppage in transit, detinue, reclamation, and resale; (6) all guarantees, other agreements or property securing or relating to any of the items referred to in (1) above, or acquired for the purpose of securing and enforcing any of such items;

(B) *Inventory.*
All inventory including, without limitation, all goods, merchandise and other personal property held for sale or lease by the Debtor, furnished or to be furnished under any contract of service by the Debtor, raw materials, work in-process, supplies, materials or finished goods used or consumed or to be used or to be consumed in Debtor's business;

(C) *Equipment.*
All machinery, equipment, furniture and fixtures;

(D) *Other:* All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(E) All computer programs, tapes, discs, records and files and any other material or documents relating to the foregoing items;

(F) All substitutions, additions, accessories, accessions, replacements, parts, exchanges, increases, tools, manuals, warranties, warranty claims, insurance policies and proceeds, together with all cash and noncash proceeds, including, but not limited to, insurance proceeds, and products of the foregoing.

(G) If Collateral is goods which are or are to become fixtures, the above described goods are affixed or to be affixed to (legal description of property): 64 Old South River Road, Edgewater, Maryland 21037, as more particularly described on Schedule A attached hereto and made a part hereof by reference.

4. Number of continuation sheets presented: 7

Debtor: LIBERTY MARINA LIMITED PARTNERSHIP * Secured Party:

By: Liberty Yacht Club, Inc., a Maryland corporation, Its General Partner

PERPETUAL SAVINGS BANK, F.S.B.

By: [Signature]

Name: William A. Campbell

Title: Vice President

Date: August 22, 1988

By: [Signature]
(Type or print name and title of each signatory.)
Allan E. Rozansky,
President

Please return to the Secured Party at the address stated above.

* See Schedule A attached hereto and made a part hereof by reference for additional Debtor name and signature.
Filing Officer Copy - Alphabetical

RECORD FEE 34.00
POSTAGE .50
#267800 C237 R02 T09:42
08/29/88

34.00
50.00 - C

Schedule A

(a) All buildings and improvements, and any modifications, additions, restorations or replacements of the whole or any part thereof, now or hereafter constructed or existing on the real estate described below (the "Land"), together with all landscaping and related amenities and facilities, equipment, apparatus, machinery and fixtures of any kind or character forming a part thereof and any modifications, additions, restorations or replacements of the whole or any part thereof (all of which are hereinafter collectively referred to as the "Improvements"); and

(b) All of the Debtor's right, title and interest as landlord (whether named as such therein or by assignment or otherwise) in and to all leases, if any, of the Land or any portion thereof or of any space in the Improvements, now existing or at any time hereafter made, and any and all amendments, modifications, supplements, renewals and extensions thereof, together with all rents, royalties, security deposits, revenues, down payments, issues, earnings, profits, income and other benefits of the Land and the Improvements (including, without limitation, advance rental payments, payments incident to any assignment, sublease or surrender of said leases, claims for forfeited deposits and claims for damages) now due or hereafter to become due with respect to the Land and the Improvements or any part thereof; and

(c) All personal property, tangible or intangible (excluding, however, all antiques, art, clothing, jewelry, furniture and other household or personal effects not associated with the realty), and all fixtures, building and other materials intended for construction, alteration and repair, now or hereafter owned, constructed or acquired by the Debtor, now or hereafter located on or in any way belonging, relating or pertaining to the Land or the Improvements, and all extensions, additions, renewals, substitutions and replacements thereof, including, without limitation, all contracts, permits, licenses, approvals, authorizations, plans and specifications, architectural drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; and all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like, heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, anti-theft, refrigerating, ventilating and communications apparatus, fuel, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, boilers, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(d) All contracts and other agreements for the sale of the Land and/or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the

Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect the proceeds thereof; and

(e) All right, title and interest of the Debtor in and to all streets, roads, alleys, ways, tenements, hereditaments, passages, waters, water rights, water courses, riparian rights and public places, opened or proposed, and all easements, accessions, rights and appurtenances, now or hereafter used in connection with, or belonging or appertaining to, the Land and/or the Improvements, and all contract rights, general intangibles and actions or rights of action in any way relating to the Land and/or the Improvements; and

(f) All additions, accessions and appurtenances to the foregoing, and all products and proceeds thereof and replacements and substitutions therefor, including, without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all Awards and other payments as a result of any Taking [as such capitalized terms are defined in Section 2.08 of that certain Deed of Trust, Assignment of Rents and Leases and Security Agreement of even date, from the Debtor to the Trustees named therein (the "Deed of Trust")], and all Insurance Proceeds (as defined in Section 2.09 of the Deed of Trust), together with all amounts received by the Trustees, or due and payable to the Trustees or the Noteholder pursuant to the Deed of Trust.

The legal description of the Land is as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

ADDITIONAL DEBTOR:

LIBERTY YACHT CLUB, INC.,
a Maryland corporation

By: Allan E. Rozansky (SEAL)
Allan E. Rozansky,
President

3967C/081888

EXHIBIT "A"

All those lots of ground situate in the Second Election District of Anne Arundel County, State of Maryland and described as follows:

BEING for the first thereof Beginning for the same at an iron pipe found on the Northerly side of the Old State Road leading to the Old South River Bridge, said point being at the end of the South 25° 41' East 90.26 feet line of the description contained in a deed dated 1/28/42, whereby the property was conveyed by the Annapolis Savings Institution to J. F. Johnson Lumber Co., and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 254 at folio 120, and running thence from said point of beginning and along the said Northerly side of the Old State Road, South 57° 11' 30" West 61.25 feet to a spike set on the Easterly side of a right of way 12 feet wide; thence with said right of way, the two following courses and distances, North 35° 12' West 198.54 feet and North 38° 11' West 48.75 feet to an iron pipe thereset, thence leaving said right of way and running North 39° 24' 40" East 91.21 feet to an iron pipe thereset, thence South 35° 31' 30" East 96.0 feet to a stake, thereset; thence South 33° 15' 10" East 28.42 feet to a pipe found; thence South 27° 08' 10" 60.16 feet to an iron pipe found, thence South 25° 55' 10" East, 90.26 feet to the place of beginning, containing 0.473 acres of land, more or less.

BEING for the second thereof Part of a Tract of land described in a certain Deed from Annapolis Savings Institution, a Maryland corporation, to The J. F. Johnson Lumber Co., a Maryland corporation, dated 1/28/42 and recorded in Liber JHH 254 at folio 120 and being more particularly described as follows:

BEGINNING for the same at the end of the first line of a certain Deed from Benjamin H. Brown and wife to Eugene W. Donovan and Catherine Donovan, wife, dated 5/3/54 and recorded in Liber JHH 830 at folio 237, and running thence with the edge of the concrete pavement of Old South River Road, South 57° 11' 30" West 12.05 feet to a pipe found on the edge of the said concrete pavement and the Westerly line of a 12 foot Right of Way, thence South 55° 01' 30" West 13.7 feet to an iron pipe set; thence South 54° 26' 30" West 100.34 feet to an iron pipe set; thence South 46°

800. 531 PAGE 277

35' 20" West 91.43 feet to an iron pipe set; thence leaving the edge of said concrete pavement, North 16° 41' 50" West 304.85 feet; thence North 39° 52' East 118 feet to a pipe set at the Northwest corner of a certain parcel of land described in a Deed to George L. Parks, Jr. and wife, dated 3/13/47 and recorded in Liber JHH 398 at folio 462, and running thence with the West line of the said Deed to Parks, the same being also the East line of a 12 foot Right of Way, South 37° 43' 10" East 60 feet to a pipe found, thence South 38° 11' East 48.75 feet; thence South 35° 12' East 198.54 feet to the point of beginning.

TOGETHER with the use in common of a 12 foot Right of Way running in a Northeasterly direction through the Eastern Portion of the property herein described, said Right of Way being shown on a plat prepared by J. Revell Carr in 1935 in FAM 142 at folio 576. The above parcel containing 1.097 acres of land, more or less including the area contained with the 12 foot right of way. INCLUDING also all the rights, title, interest and estate of the grantor in and to the bed of the State Road on the Southeastern boundary of said property.

BEING the same two parcels of land which by deed dated 1/4/65 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1835 at folio 136 was granted and conveyed by Carlos E. Dixon and Doris L. Dixon, his wife, unto the Grantors herein.

BEING for the third thereof BEGINNING for the same at a point near the North edge of the Old South River, distant North 25° 41' West 8.4 feet from the North edge of the concrete paving of the said Road, and South 57° 06' West 7.02 feet from the angle point formed by the South and West intersection of the cement curbing heretofore erected on the lot now being described, the said beginning point is also near the Southwest corner of the lot now being described and being the residue of the Alford W. Care and Mary E. Care lot situate at Edgewater, Anne Arundel County, Maryland, the said beginning point is also the same beginning point describing a 1.7 acre lot of ground adjoining hereto on the West formerly known as the Benjamin F. Brown property and is shown on a plat of survey made by J. Revell Carr, March, 1935, for the Farmers National Bank of Annapolis; thence running from the beginning point so fixed and with part of the outlines of the said mentioned survey of the said Benjamin F. Brown property, surveyed as aforesaid for the Farmers National Bank of Annapolis, and leaving the said Old South River Road North 25° 41' West 81.86 feet to an iron pipe in the fence corner; thence with the fence North 27° 43' West 60.5 feet to another iron pipe, thence North 32° 18' West 28.42 feet to a fence post, thence North 35°

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28' West 51.0 feet to another iron pipe, thence leaving the said mentioned Benjamin F. Brown property and running with and reverse of the South 73° 26' West 77.11 feet line to a 1.39 acre portion surveyed out of the aforementioned Care lot for Milton H. Prosperi and conveyed by him to Mary Elizabeth Care and the said Alford W. Care by deed dated 10/23/39 and recorded among the Land Records of Anne Arundel County in Liber JHH 208 at folio 385 as surveyed by J. Revell Carr, August 1939, North 73° 26' East 77.11 feet to an original boundary stone; thence leaving the said mentioned conveyance to Milton J. Prosperi and wife and running with the South 28° 15' East 233.0 feet line of the said mentioned Care lot as now corrected for variation South 27° 20' East 72.5 feet to another original boundary stone, thence South 28° 02' East 116.75 feet to another original boundary stone at the top of the bank; thence continuing said last mentioned course South 28° 02' East 20.39 feet to a point on the North edge of the paved area of the first mentioned Old South River Road, thence along the North side of the same South 58° 14' West 70.08 feet to an iron pipe now set; thence leaving the said Old South River Road and running North 25° 41' West 8.4 feet to the place of beginning, containing within the lines of this description 0.34 of an acre of land, more or less, according to a plat and survey made by J. Revell Carr, Surveyor, May, 1940.

BEING for the fourth thereof BEGINNING for the same at an iron pipe now set on the Southerly side of the Old South River Road at the edge of the concrete paving, the said iron pipe and place of beginning is distant South 58° 24' West 160.0 feet from a spike heretofore set on the said Southerly side of the said concrete paving at the Northwest corner of the firstly described lot or parcel of land in a deed to Elmer M. Jackson, Jr. and Mary Conrad Jackson, his wife, by Talbot T. Speer, single, dated 6/17/43 and recorded in Liber JHH 282 at folio 355, which said first described lot is designated as Lot No. 9 on a plat called Tentative Study for Subdivision the Colonel Pitcher Tract, dated November 1935, as surveyed by J. Revell Carr, thence running from the said beginning point so fixed and along the said Southerly side of the said Old South River Road, South 54° 39' West 135.0 feet and South 45° 39' West 105.0 feet to the end of said road and at the tide lines of South River, thence leaving said road and running with said tide lines as follows, North 53° 50' East 104.0 feet and North 59° 54' East 132.5 feet to an iron pipe, thence leaving the said tide lines of South River and running with the Westerly line of a 0.13 acre lot adjoining hereto on the East, North 29° 04' West 27.3 feet to the place of beginning. Containing 0.08 acres of land, more or less, according to a survey and plat made by J. Revell Carr, November 1943.

BOOK 531 PAGE 279

BEING the same two parcels of land which by deed dated 5/31/69 and recorded among the Land Records of Anne Arundel County in Liber MSH 2354 at folio 403 was granted and conveyed by William J. Castell and Helen Castell unto the Grantors herein.

BEING for the fifth thereof BEGINNING for the same at a boundary stone there found at the end of the second or S 73°26' W 151.15 foot line of the conveyance by Nelson D. Holmes, unmarried, to Milton H. Prosperi and Irvell S. Prosperi, his wife, by deed dated 5/8/41 and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 221 at folio 475; said beginning point also being at the end of the fifth or S 73°26' W 151.15 foot line of the conveyance by Mary Elizabeth Care and Alford W. Care, her husband, to Milton H. Prosperi and Irvell S. Prosperi, his wife, by deed dated 10/23/39 and recorded among the Land Records of Anne Arundel County in Liber JHH 208 at folio 385; thence leaving said beginning point so fixed and leaving said conveyance from Holmes and running with the outlines of said conveyance from Care, as now surveyed, with a meridian referred to the Maryland State Road Commission, S 65°51'06" W 77.14 feet; thence running with part of the seventh or N 35°06' W 105.31 foot line of said conveyance with Care, N 42°36'16" W 58.29 feet to intersect the Southernmost side of the service road, Maryland Route 2, as shown on Plat No. 47249, said point being the beginning of parcel number 1, as shown on said plat and as mentioned in the conveyance from JOHNS HOPKINS UNIVERSITY to the State of Maryland to the use of the State Highway Administration of the Department of Transportation, dated 2/11/82 and recorded among the Land Records of Anne Arundel County in Liber WTL 3474 at folio 846; thence leaving the outline of said conveyance from Care and running through said conveyance for a new line of division, reversely with the line of parcel number 1 of the JOHNS HOPKINS UNIVERSITY taking N 81°36'28" E 40.90 feet and S 85°09'44" E 91.33 feet to intersect the aforementioned S 73°26' N 151.15 foot line of said conveyance from Holmes and Care; thence leaving said parcel number 1 of the State Road Commission taking and said conveyance from Care and running through part of said conveyance from Holmes for a new line of division, reversely with parcel number 2 of the said Johns Hopkins University State Road Commission taking, S 85°09'44" E 14.62 feet, N 69°50'13" E 50.25 feet, N 41°39'14" E 25.16 feet to reintersect said aforementioned S 73°26' N 151.15 foot line; thence again leaving said conveyance from Holmes and again running said conveyance from Care still reversely with the lines of said parcel number 1 of the State Road Commission taking N 41°39'14" E 55.53 feet and N 75°32'51"

BOOK 531 PAGE 280

E 10.34 feet to intersect the second or S 09°33' N 94.23 foot line of said conveyance from Care; said point also being in the sixth or S 9°33' E 216.45 foot line of the conveyance from Catherine L. Knight and Richard H. Knight, her husband, to Milton H. Prosperi and Irvell S. Prosperi, his wife, by deed dated 2/21/38 and recorded among the Land Records of Anne Arundel County in Liber FAM 178 at folio 330; thence leaving said conveyance from Care and running through part of said conveyance from Knight reversely with the lines of parcel number 3 of said State Road Commission taking S 48°58'20" E 71.45 feet to intersect the Westernmost right-of-way of the Old South River (macadam) Road as established by the Maryland State Highway Administration; thence leaving said State Road Commission taking and running with the Westernmost side of said Old South River Road, S 7°02'21" W 90.45 feet to an iron pipe there found at the end of the N 22°01' E 50.0 foot line of said aforementioned conveyance from Holmes to Prosperi; thence running reversely with the lines of said conveyance and with said Old South River Road, S 14°36'36" W 50.0 feet, S 28°14'36" W 50.0 feet, S 46°44'36" W 44.91 feet; thence leaving said Old South River Road and running N 35°26'24" W 137.14 feet to a boundary stone there found and N 34°44'24" W 72.50 feet to the place of beginning. Containing 0.709 acres, more or less.

According to a plat and description by Edward Hall III & Associates, Inc., Registered Land Surveyors, in March 1982.

BEING the same parcel of land which by deed dated 6/10/82 and recorded among the Land Records of Anne Arundel County in Liber WGL 3498 at folio 311 was granted and conveyed by THE JOHNS HOPKINS UNIVERSITY unto the Grantors herein.

Financing Statement

Perpetual Savings Bank, F.S.B.



THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE. NO YES

NAME OF RECORD OWNER: Liberty Yacht Club, Inc., nominee on behalf of Liberty Marina Limited Partnership

Subject to recordation tax; principal amount is \$ LIBERTY MARINA LIMITED PARTNERSHIP, a Maryland

1. Name of Debtor: limited partnership, and 2. Name of Secured Party: Perpetual Savings Bank, F.S.B.
Address: 3 Bethesda Metro Center 2034 Eisenhower Avenue
Suite #650 Alexandria, Virginia 22314
Bethesda, Maryland 20814

3. This financing statement covers the following property of the Debtor, all whether now owned or hereafter acquired (hereafter "Collateral"). Check one or more boxes applicable:

(A) *Receivables.*
(1) All accounts, contract rights, instruments, documents, chattel paper, and general intangibles (including, but not limited to, choses in action, tax refunds and insurance proceeds); (2) any other amounts, obligations or indebtedness owed to the Debtor from whatever source, irrespective of whether such amounts, obligations, or indebtedness have been specifically assigned to the Secured Party; (3) all rights to receive any payment in money or in kind; (4) all goods, services, or other property represented by or securing any of the items referred to in (1) above, including, but not limited to, all goods that may be reclaimed or repossessed from or returned by any account debtor; (5) all of the Debtor's rights as an unpaid seller, including, but not limited to, stoppage in transit, detinue, reclamation, and resale; (6) all guarantees, other agreements or property securing or relating to any of the items referred to in (1) above, or acquired for the purpose of securing and enforcing any of such items;

(B) *Inventory.*
All inventory including, without limitation, all goods, merchandise and other personal property held for sale or lease by the Debtor, furnished or to be furnished under any contract of service by the Debtor, raw materials, work in-process, supplies, materials or finished goods used or consumed or to be used or to be consumed in Debtor's business;

(C) *Equipment.*
All machinery, equipment, furniture and fixtures;

(D) *Other:* All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(E) All computer programs, tapes, discs, records and files and any other material or documents relating to the foregoing items;

(F) All substitutions, additions, accessories, accessions, replacements, parts, exchanges, increases, tools, manuals, warranties, warranty claims, insurance policies and proceeds, together with all cash and noncash proceeds, including, but not limited to, insurance proceeds, and products of the foregoing.

(G) If Collateral is goods which are or are to become fixtures, the above described goods are affixed or to be affixed to (legal description of property): 64 Old South River Road, Edgewater, Maryland 21037, as more particularly described on Schedule A attached hereto and made a part hereof by reference.

4. Number of continuation sheets presented: 7

Debtor: LIBERTY MARINA LIMITED PARTNERSHIP * Secured Party:

By: Liberty Yacht Club, Inc., a Maryland corporation, Its General Partner

PERPETUAL SAVINGS BANK, F.S.B.

By: [Signature]

By: [Signature]
(Type or print name and title of each signatory.)
Allan E. Rozansky,
President

Name: William H. Galbreath
Title: Vice President

Date: August 22, 1988

RECORD FEE 34.00
POSTAGE .50
#267810 0237 R02 T09:42
08/29/88

Please return to the Secured Party at the address stated above.
* See Schedule A attached hereto and made a part hereof by reference for additional Debtor name and signature.
Filing Officer Copy - Alphabetical

34.00 c

Schedule A

(a) All buildings and improvements, and any modifications, additions, restorations or replacements of the whole or any part thereof, now or hereafter constructed or existing on the real estate described below (the "Land"), together with all landscaping and related amenities and facilities, equipment, apparatus, machinery and fixtures of any kind or character forming a part thereof and any modifications, additions, restorations or replacements of the whole or any part thereof (all of which are hereinafter collectively referred to as the "Improvements"); and

(b) All of the Debtor's right, title and interest as landlord (whether named as such therein or by assignment or otherwise) in and to all leases, if any, of the Land or any portion thereof or of any space in the Improvements, now existing or at any time hereafter made, and any and all amendments, modifications, supplements, renewals and extensions thereof, together with all rents, royalties, security deposits, revenues, down payments, issues, earnings, profits, income and other benefits of the Land and the Improvements (including, without limitation, advance rental payments, payments incident to any assignment, sublease or surrender of said leases, claims for forfeited deposits and claims for damages) now due or hereafter to become due with respect to the Land and the Improvements or any part thereof; and

(c) All personal property, tangible or intangible (excluding, however, all antiques, art, clothing, jewelry, furniture and other household or personal effects not associated with the realty), and all fixtures, building and other materials intended for construction, alteration and repair, now or hereafter owned, constructed or acquired by the Debtor, now or hereafter located on or in any way belonging, relating or pertaining to the Land or the Improvements, and all extensions, additions, renewals, substitutions and replacements thereof, including, without limitation, all contracts, permits, licenses, approvals, authorizations, plans and specifications, architectural drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; and all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like, heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, anti-theft, refrigerating, ventilating and communications apparatus, fuel, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, boilers, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(d) All contracts and other agreements for the sale of the Land and/or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the

Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect the proceeds thereof; and

(e) All right, title and interest of the Debtor in and to all streets, roads, alleys, ways, tenements, hereditaments, passages, waters, water rights, water courses, riparian rights and public places, opened or proposed, and all easements, accessions, rights and appurtenances, now or hereafter used in connection with, or belonging or appertaining to, the Land and/or the Improvements, and all contract rights, general intangibles and actions or rights of action in any way relating to the Land and/or the Improvements; and

(f) All additions, accessions and appurtenances to the foregoing, and all products and proceeds thereof and replacements and substitutions therefor, including, without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all Awards and other payments as a result of any Taking [as such capitalized terms are defined in Section 2.08 of that certain Deed of Trust, Assignment of Rents and Leases and Security Agreement of even date, from the Debtor to the Trustees named therein (the "Deed of Trust")], and all Insurance Proceeds (as defined in Section 2.09 of the Deed of Trust), together with all amounts received by the Trustees, or due and payable to the Trustees or the Noteholder pursuant to the Deed of Trust.

The legal description of the Land is as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

ADDITIONAL DEBTOR:

LIBERTY YACHT CLUB, INC.,
a Maryland corporation

By: Allan E. Rozansky (SEAL)
Allan E. Rozansky,
President

3967C/081888

EXHIBIT "A"

All those lots of ground situate in the Second Election District of Anne Arundel County, State of Maryland and described as follows:

BEING for the first thereof Beginning for the same at an iron pipe found on the Northerly side of the Old State Road leading to the Old South River Bridge, said point being at the end of the South 25° 41' East 90.26 feet line of the description contained in a deed dated 1/28/42, whereby the property was conveyed by the Annapolis Savings Institution to J. F. Johnson Lumber Co., and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 254 at folio 120, and running thence from said point of beginning and along the said Northerly side of the Old State Road, South 57° 11' 30" West 61.25 feet to a spike set on the Easterly side of a right of way 12 feet wide; thence with said right of way, the two following courses and distances, North 35° 12' West 198.54 feet and North 38° 11' West 48.75 feet to an iron pipe thereset, thence leaving said right of way and running North 39° 24' 40" East 91.21 feet to an iron pipe thereset, thence South 35° 31' 30" East 96.0 feet to a stake, thereset; thence South 33° 15' 10" East 28.42 feet to a pipe found; thence South 27° 08' 10" 60.16 feet to an iron pipe found, thence South 25° 55' 10" East, 90.26 feet to the place of beginning, containing 0.473 acres of land, more or less.

BEING for the second thereof Part of a Tract of land described in a certain Deed from Annapolis Savings Institution, a Maryland corporation, to The J. F. Johnson Lumber Co., a Maryland corporation, dated 1/28/42 and recorded in Liber JHH 254 at folio 120 and being more particularly described as follows:

BEGINNING for the same at the end of the first line of a certain Deed from Benjamin H. Brown and wife to Eugene W. Donovan and Catherine Donovan, wife, dated 5/3/54 and recorded in Liber JHH 830 at folio 237, and running thence with the edge of the concrete pavement of Old South River Road, South 57° 11' 30" West 12.05 feet to a pipe found on the edge of the said concrete pavement and the Westerly line of a 12 foot Right of Way, thence South 55° 01' 30" West 13.7 feet to an iron pipe set; thence South 54° 26' 30" West 100.34 feet to an iron pipe set; thence South 46°

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35' 20" West 91.43 feet to an iron pipe set; thence leaving the edge of said concrete pavement, North 16° 41' 50" West 304.85 feet; thence North 39° 52' East 118 feet to a pipe set at the Northwest corner of a certain parcel of land described in a Deed to George L. Parks, Jr. and wife, dated 3/13/47 and recorded in Liber JHH 398 at folio 462, and running thence with the West line of the said Deed to Parks, the same being also the East line of a 12 foot Right of Way, South 37° 43' 10" East 60 feet to a pipe found, thence South 38° 11' East 48.75 feet; thence South 35° 12' East 198.54 feet to the point of beginning.

TOGETHER with the use in common of a 12 foot Right of Way running in a Northeasterly direction through the Eastern Portion of the property herein described, said Right of Way being shown on a plat prepared by J. Revell Carr in 1935 in FAM 142 at folio 576. The above parcel containing 1.097 acres of land, more or less including the area contained with the 12 foot right of way. INCLUDING also all the rights, title, interest and estate of the grantor in and to the bed of the State Road on the Southeastern boundary of said property.

BEING the same two parcels of land which by deed dated 1/4/65 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1835 at folio 136 was granted and conveyed by Carlos E. Dixon and Doris L. Dixon, his wife, unto the Grantors herein.

BEING for the third thereof BEGINNING for the same at a point near the North edge of the Old South River, distant North 25° 41' West 8.4 feet from the North edge of the concrete paving of the said Road, and South 57° 06' West 7.02 feet from the angle point formed by the South and West intersection of the cement curbing heretofore erected on the lot now being described, the said beginning point is also near the Southwest corner of the lot now being described and being the residue of the Alford W. Care and Mary E. Care lot situate at Edgewater, Anne Arundel County, Maryland, the said beginning point is also the same beginning point describing a 1.7 acre lot of ground adjoining hereto on the West formerly known as the Benjamin F. Brown property and is shown on a plat of survey made by J. Revell Carr, March, 1935, for the Farmers National Bank of Annapolis; thence running from the beginning point so fixed and with part of the outlines of the said mentioned survey of the said Benjamin F. Brown property, surveyed as aforesaid for the Farmers National Bank of Annapolis, and leaving the said Old South River Road North 25° 41' West 81.86 feet to an iron pipe in the fence corner; thence with the fence North 27° 43' West 60.5 feet to another iron pipe, thence North 32° 18' West 28.42 feet to a fence post, thence North 35°

531 pt. 280

28' West 51.0 feet to another iron pipe, thence leaving the said mentioned Benjamin F. Brown property and running with and reverse of the South 73° 26' West 77.11 feet line to a 1.39 acre portion surveyed out of the aforementioned Care lot for Milton H. Prosperi and conveyed by him to Mary Elizabeth Care and the said Alford W. Care by deed dated 10/23/39 and recorded among the Land Records of Anne Arundel County in Liber JHH 208 at folio 385 as surveyed by J. Revell Carr, August 1939, North 73° 26' East 77.11 feet to an original boundary stone; thence leaving the said mentioned conveyance to Milton J. Prosperi and wife and running with the South 28° 15' East 233.0 feet line of the said mentioned Care lot as now corrected for variation South 27° 20' East 72.5 feet to another original boundary stone, thence South 28° 02' East 116.75 feet to another original boundary stone at the top of the bank; thence continuing said last mentioned course South 28° 02' East 20.39 feet to a point on the North edge of the paved area of the first mentioned Old South River Road, thence along the North side of the same South 58° 14' West 70.08 feet to an iron pipe now set; thence leaving the said Old South River Road and running North 25° 41' West 8.4 feet to the place of beginning, containing within the lines of this description 0.34 of an acre of land, more or less, according to a plat and survey made by J. Revell Carr, Surveyor, May, 1940.

BEING for the fourth thereof BEGINNING for the same at an iron pipe now set on the Southerly side of the Old South River Road at the edge of the concrete paving, the said iron pipe and place of beginning is distant South 58° 24' West 160.0 feet from a spike heretofore set on the said Southerly side of the said concrete paving at the Northwest corner of the firstly described lot or parcel of land in a deed to Elmer M. Jackson, Jr. and Mary Conrad Jackson, his wife, by Talbot T. Speer, single, dated 6/17/43 and recorded in Liber JHH 282 at folio 355, which said first described lot is designated as Lot No. 9 on a plat called Tentative Study for Subdivision the Colonel Pitcher Tract, dated November 1935, as surveyed by J. Revell Carr, thence running from the said beginning point so fixed and along the said Southerly side of the said Old South River Road, South 54° 39' West 135.0 feet and South 45° 39' West 105.0 feet to the end of said road and at the tide lines of South River, thence leaving said road and running with said tide lines as follows, North 53° 50' East 104.0 feet and North 59° 54' East 132.5 feet to an iron pipe, thence leaving the said tide lines of South River and running with the Westerly line of a 0.13 acre lot adjoining hereto on the East, North 29° 04' West 27.3 feet to the place of beginning. Containing 0.08 acres of land, more or less, according to a survey and plat made by J. Revell Carr, November 1943.

BEING the same two parcels of land which by deed dated 5/31/69 and recorded among the Land Records of Anne Arundel County in Liber MSH 2354 at folio 403 was granted and conveyed by William J. Castell and Helen Castell unto the Grantors herein.

BEING for the fifth thereof BEGINNING for the same at a boundary stone there found at the end of the second or S 73°26' W 151.15 foot line of the conveyance by Nelson D. Holmes, unmarried, to Milton H. Prosperi and Irvell S. Prosperi, his wife, by deed dated 5/8/41 and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 221 at folio 475; said beginning point also being at the end of the fifth or S 73°26' W 151.15 foot line of the conveyance by Mary Elizabeth Care and Alford W. Care, her husband, to Milton H. Prosperi and Irvell S. Prosperi, his wife, by deed dated 10/23/39 and recorded among the Land Records of Anne Arundel County in Liber JHH 208 at folio 385; thence leaving said beginning point so fixed and leaving said conveyance from Holmes and running with the outlines of said conveyance from Care, as now surveyed, with a meridian referred to the Maryland State Road Commission, S 65°51'06" W 77.14 feet; thence running with part of the seventh or N 35°06' W 105.31 foot line of said conveyance with Care, N 42°36'16" W 58.29 feet to intersect the Southernmost side of the service road, Maryland Route 2, as shown on Plat No. 47249, said point being the beginning of parcel number 1, as shown on said plat and as mentioned in the conveyance from JOHNS HOPKINS UNIVERSITY to the State of Maryland to the use of the State Highway Administration of the Department of Transportation, dated 2/11/82 and recorded among the Land Records of Anne Arundel County in Liber WLTL 3474 at folio 846; thence leaving the outline of said conveyance from Care and running through said conveyance for a new line of division, reversely with the line of parcel number 1 of the JOHNS HOPKINS UNIVERSITY taking N 81°36'28" E 40.90 feet and S 85°09'44" E 91.33 feet to intersect the aforementioned S 73°26' N 151.15 foot line of said conveyance from Holmes and Care; thence leaving said parcel number 1 of the State Road Commission taking and said conveyance from Care and running through part of said conveyance from Holmes for a new line of division, reversely with parcel number 2 of the said Johns Hopkins University State Road Commission taking, S 85°09'44" E 14.62 feet, N 69°50'13" E 50.25 feet, N 41°39'14" E 25.16 feet to reintersect said aforementioned S 73°26' N 151.15 foot line; thence again leaving said conveyance from Holmes and again running said conveyance from Care still reversely with the lines of said parcel number 1 of the State Road Commission taking N 41°39'14" E 55.53 feet and N 75°32'51"

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E 10.34 feet to intersect the second or S 09°33' N 94.23 foot line of said conveyance from Care; said point also being in the sixth or S 9°33' E 216.45 foot line of the conveyance from Catherine L. Knight and Richard H. Knight, her husband, to Milton H. Prosperi and Irvell S. Prosperi, his wife, by deed dated 2/21/38 and recorded among the Land Records of Anne Arundel County in Liber FAM 178 at folio 330; thence leaving said conveyance from Care and running through part of said conveyance from Knight reversely with the lines of parcel number 3 of said State Road Commission taking S 48°58'20" E 71.45 feet to intersect the Westernmost right-of-way of the Old South River (macadam) Road as established by the Maryland State Highway Administration; thence leaving said State Road Commission taking and running with the Westernmost side of said Old South River Road, S 7°02'21" W 90.45 feet to an iron pipe there found at the end of the N 22°01' E 50.0 foot line of said aforementioned conveyance from Holmes to Prosperi; thence running reversely with the lines of said conveyance and with said Old South River Road, S 14°36'36" W 50.0 feet, S 28°14'36" W 50.0 feet, S 46°44'36" W 44.91 feet; thence leaving said Old South River Road and running N 35°26'24" W 137.14 feet to a boundary stone there found and N 34°44'24" W 72.50 feet to the place of beginning. Containing 0.709 acres, more or less.

According to a plat and description by Edward Hall III & Associates, Inc., Registered Land Surveyors, in March 1982.

BEING the same parcel of land which by deed dated 6/10/82 and recorded among the Land Records of Anne Arundel County in Liber WGL 3498 at folio 311 was granted and conveyed by THE JOHNS HOPKINS UNIVERSITY unto the Grantors herein.

271309

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This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional States Registered: _____

The Debtor is a transmitting utility.

1. Debtor(s) Last Name First and Address(es):
ROBERT ANTHONY BERNARDON
267 WELCH WAY
LOTHIAN, MARYLAND 20711

2. Secured Party(ies) Name(s) and Address(es):
ACCENT MOBILE HOMES
7401 MOORE ROAD
BRANDYWINE, MARYLAND 20613

3. The Filing Office No. Filing Office
RECORD FEE \$11.00
POSTAGE .50
#198610 037 604 109:18
08/09/88

4. The Financing Statement covers the following types for kind of property:
1979 HILLCREST 0110-0815M
70X 14 SKYLINE
To include all furniture, fixtures, appliances, and appurtenances therein and thereto, including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.

5. Assigee(s) of Secured Party and Address(es):
Crescent Financial, Inc.
Rooms 1623 Forest Drive Suite 201
Annapolis, MD 21401

The described crops are growing or to be grown on *
 The described goods are or are to be a fixed *
 The number to be cut or minerals or the like including oil and gas is on *
*(Describe Real Estate in Item 8)

6. Describe Real Estate here: _____
 This statement is to be indexed in the Real Estate Records.

7. Name of a Record Owner: _____

No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction, or
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

ROBERT ANTHONY BERNARDON
By: *[Signature]*
Signature(s) of Debtor(s)

Crescent Financial, Inc.
By: *[Signature]*
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83) (1) Filing Office Copy - Numerical
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 525

Page No. 69

Identification No. 272265

Dated 3/30/88

1. Debtor(s) { The Southern Sea Food Company
Name or Names—Print or Type
416 South Eutaw Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
25 S. Charles Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code
Banc #101-503

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Amendment</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 11.00
M10000 0237 004 109421
08/29/88

Additional Address:

8135 E. Ritchie Highway
Pasadena, Maryland 21122

Dated: August 11, 1988

The First National Bank of Maryland

Name of Secured Party

Larry Schultz
Signature of Secured Party

Larry J. Schultz, Asst. Vice President

Type or Print (Include Title if Company)

11.00

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Steven E. Grenagle 5245 Patrick Henry Drive Baltimore, MD 21225	2. Secured Party(ies) and address(es) Tastykake, Inc. 2801 Hunting Park Avenue Philadelphia, PA 19129	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 11.00 POSTAGE .50 #190650 0237 104 108130 08/25/88
4. This statement refers to original Financing Statement bearing File No. #261533 Liber 497 Folio 344 Filed with Anne Arundel Co, MD Date Filed 7/28 19 86		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: W. Jalecma Signature(s) of Secured Party(ies) Asst. Treas.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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RECORD FEE 10.00
POSTAGE .50
#190670 0037 004 TOP 54
06/29/88

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

July 25, 1988

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

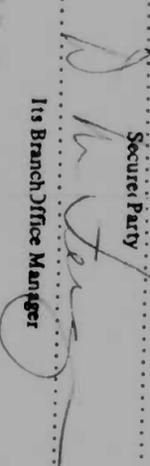
Description of FINANCING STATEMENT hereby terminated:

File No. LIBER 414 PAGE 230 Clerk of Court Prince Georges County, Maryland
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):
Nancy A Haupt
2483 Wintergreen Way
Gambrells, MD 21054

The said Filing Officer, on presentation to him of this Statement of Termination of financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corporation III
Secured Party

By 
Its Branch Office Manager

HOUSEHOLD FINANCE CORPORATION
1215 WASHINGTON BLVD
BOWIE, MARYLAND 20715

*Liben 523
F3110 444*

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT	
Assignee(s) of Secured Party and Address(es)	Secured Party: NAME <u>AVCO FINANCIAL</u> ADDRESS <u>PO BOX 635</u> CITY & STATE <u>LANHAM MD 20706</u>
FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
<u>CAROL BEALL</u>	<u>02-24-88</u>
<u>ERNEST BEALL</u>	ACCOUNT NO
<u>1518 CAMBRIDGE DR CRCTON MD</u>	<u>362506912</u>
<u>21114</u>	TAB
	<u>9679</u>

Filed with ARNE ARUNDEL CTY

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 10.00
POSTAGE .50
BIRMGHAM COURT ROOM TOPICS
05/27/88

*10.00
5.00*

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial CAROL + Ernest Beall
(SECURED PARTY)
BY [Signature] Dated: 8-19 1988
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

FINANCING STATEMENT FORM UCC-1

271312

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$32.20

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

\$4600.00 - \$420.00 x \$3.50 =

\$32.20 (\$33.00)

1. DEBTOR

Name J. J. Trucking
Address 440 Queenstown Road, Severn, MD 21144

2. SECURED PARTY

Name Concord Commercial Corporation
Address 210 Goddard Blvd., King of Prussia, PA 19406

UB 7660
7660-4 UB

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) Freightliner Truck Model FLC12064 With 14 1/2' R/S Aluminum Dump Body

Name and address of Assignee

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE .50
#190670 COST 204 T09438
06/29/88

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: Joseph Jones

J. J. Trucking
Type or Print Above Name on Above Line

JOSEPH JONES
(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Julie M. Jones
Wife M. TROIANO, ADM
Concord Commercial Corporation
Type or Print Above Signature on Above Line

11 35-50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated July 22, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXXXXXX~~ LESSEE

Name Bruffey Contracting Co., Inc.
Address 10660 Guilford Road, Annapolis, MD 20701 Junction

2. ~~XXXXXXXXXXXXXXXXXX~~ LESSOR

Name Petroleum Equipment Leasing, Inc.
Address 10660 Guilford Road, Annapolis, MD 20701 Junction

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) Mack Midliner Truck Model MS-250P With Snyder 14' Steel Dump Body

Name and address of Assignee OF LESSOR
Concord Commercial Corporation
210 Goddard Blvd.
King of Prussia, PA 19406

(7587-4 JB)

RECORD FEE 11.00
POSTAGE .50
H190700 023T R04 T07140
08/29/88

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Robert C. Bruffey, Pres (LESSEE)

Bruffey Contracting Co., Inc.
Type or Print Above Name on Above Line

ROBERT BRUFFEY, PRES.
(Signature of LESSEE)

Type or Print Above Signature on Above Line

Signature of Robert C. Bruffey, Pres (LESSOR)

Petroleum Equipment Leasing, Inc.
Type or Print Above Signature on Above Line

IF SD

BOOK 531 PAGE 296
 STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1

ANNE ARUNDEL COUNTY - MD
 Identifying File No. 274311

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 44.27

If this statement is to be recorded in land records check here.

This financing statement dated July 22, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

COST \$6325.00 - \$500.00 x 3.50 = \$44.27

1. DEBTOR

Name Petroleum Equipment Leasing, Inc.
 Address 10660 Guilford Road, Annapolis, MD 20701 Junction

RECORDATION TAX

2. SECURED PARTY

Name Concord Commercial Corporation
 Address 210 Goddard Blvd., King of Prussia, PA 19406

(7587-2 B)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Inventory consisting of:

(1) Mack Midliner Truck Model MS-250P

With Snyder 14' Steel Dump Body including but not limited to and all attachments and accessories thereto together with accounts, contract rights and chattel

paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property and including that certain Lease Agreement dated 7/22, 1988 by and between Debtor as Lessor and Bruffey Contracting Co., Inc. as Lessee. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

Name and address of Assuree

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
 POSTAGE .50
 RECORD TAX 45.50
 REGISTER COST \$4 TOP 40
 08/29/88

Robert C Bruffey, Pres
 (Signature of Debtor)

Petroleum Equipment Leasing, Inc.
 Type or Print Above Name on Above Line
 ROBERT BRUFFEY, PRES.
 (Signature of Debtor)

Type or Print Above Signature on Above Line

Julie M. [Signature]
 (Signature of Secured Party)

Concord Commercial Corporation
 Type or Print Above Signature on Above Line

11 45.50, 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274315

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 32.20

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

\$4,600.00 - \$500.00 x 3.50 = \$32.20

1. DEBTOR

Name Jones, Joseph T. T/A J. J. Trucking
Address 440 Queenstown Road, Severn, MD 21144

RECORDATION
FX

2. SECURED PARTY

Name Concord Commercial Corporation
Address 210 Goddard Blvd., King of Prussia, PA 19406 (7660-3VB)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Freightliner Truck Model FLC12064
With 14 1/2' R/S Aluminum Dump Body

Name and address of Assessor

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

RECORD FEE 12.00
RECORD TAX 35.00
POSTAGE .30
REGISTERED COST FROM 10/24/01
08/29/08

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph T. Jones

(Signature of Debtor)

Joseph T. Jones T/A J. J. Trucking
Type or Print Above Name on Above Line

JOSEPH JONES.

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michelle M. Thomas

(Signature of Secured Party)

Michelle M. Thomas, Admin
Concord Commercial Corporation

Type or Print Above Signature on Above Line

12-35.50

To Be Recorded In The Chattel Records of Anne Arundel County And Among The ~~Financing Statement Records Of The State Department of Assessments And Taxation.~~

Subject To Recording Tax Of \$ 350⁰⁰ On Principal Amount Of \$ 50,000⁰⁰ Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: D & S BROWN, INC.
T/A "LITTLE MARKET BIN"
AKA "LITTLE GIANT MARKET BIN"
AKA "THE MARKET BIN
2320-2326 Mountain Road
Pasadena, Maryland 21122

ADDITIONAL ADDRESS OF THE DEBTOR:

7428 East Furnace Branch Road
Glen Burnie, Maryland 21061

2. SECURED PARTY: SIGNET BANK/MARYLAND
511 Crain Highway, S.E.
Glen Burnie, Maryland 21061

Attention: Mr. Ross L. Brown
Assistant Vice President

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

(i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

RECORD FEE 24.00
RECORD TAX 330.00
POSTAGE .30
#190810 0040 004 11/40
08/29/88

24.00
330.00
354.00

- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;

300 531 300

- (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
 - (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
 - (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
 - (xi) General Intangibles in the form of goodwill; and
 - (xii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

D & S BROWN, INC.,
A Maryland Corporation

By: Donald G. Brown, Jr. (SEAL)
Donald G. Brown, Jr.
President

Date: August 16, 1988

531 301

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Brian R. Lewis, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (BRL) 7436

531 302

TO: The Clerk of the Circuit Court of Anne Arundel County

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of D & S Brown, Inc. ("Debtor") show the following values for property which secures a total debt of

\$ 250,000.00 to Signet Bank/Maryland
(A)

\$ 214,000.00 Value of inventory, contract
(X) rights and other exempt property

\$ 268,000.00 Total value of all property
(Y) covered by financing statement

(X) ÷ (Y) = % (B)

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's Office:

\$ 250,000.00 x .80 = 200,000
(A) (B) (C)

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$50,000.00.

(\$250,000.00 - \$200,000.00)
(A) (C)

D & S BROWN, INC.

By: Donald G. Brown Sr. (SEAL)
Donald G. Brown, Sr.,
President

Date: August 16, 1988

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

~~STATE CORPORATION COMMISSION~~

~~XXXX Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209 XXXX~~

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

BOOK476 PAGE 481
August 16, 1984

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Ventura Co., Inc.
1761 Severn Chapel Road
Crownsville, MD 21032

Check the box indicating the kind of statement.
Check only one box.

- () ORIGINAL FINANCING STATEMENT
- () CONTINUATION-ORIGINAL STILL EFFECTIVE
- () AMENDMENT
- () ASSIGNMENT
- () PARTIAL RELEASE OF COLLATERAL
- (xx) TERMINATION

Name & address of Secured Party

Associates Commercial Corporation
P.O. Box K224
Richmond, VA 23288

Name & address of Assignee

RECORD FEE 10.00
#199440 COAD 104 T15409
08/29/88

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

1000

Associates Commercial Corporation

Signature of Debtor if applicable (Date)

FILING OFFICER COPY

Signature of Secured Party if applicable (Date)

Laura M. Conner 8/5/88

Revised 7-1-82

271313

BOOK 531 PAGE 304

- Anne Arundel County Land Records
- Anne Arundel County Chattel Records
- Maryland State Department of Assessments and Taxation

FINANCING STATEMENT

RECORD FEE 14.00
POSTAGE .50
#268860 0237 R02 T15432
08/29/88

1. Debtor: Address:
FISHING CREEK LIMITED PARTNERSHIP 2124 Priest Bridge Drive
Suite 14
Crofton, Maryland 21114

2. Secured Party: Address:
SOVRAN BANK/DC NATIONAL 1801 K Street, N.W.
Washington, D.C. 20006

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real estate hereinafter described ("Real Estate") or any part thereof and now owned or hereafter acquired by Debtor and all fixtures and equipment including but not limited to all gas and electric fixtures, engines, radiators, heaters, air conditioners, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing, heating and cooling fixtures, mantels, refrigerating plant mechanical or otherwise, cooking apparatus and appurtenances, shades awning, screens and blinds, and all other appliances and equipment (including but not limited to refrigerators, dishwashers, trash compactors, washing machines, dryers, disposal systems, stoves and ovens) which are now owned or hereafter acquired by the Debtor for use or installation in on or about the Real Estate or any portion thereof but excluding any personalty which is not affixed to the Real Estate and which is not in any way related to the operation of the Real Estate; and

Return To: Sovran Bank/DC National
1801 K Street, N.W.
Washington, D.C. 20006

(b) all accounts receivable (accounts) in respect of any and all leases executed by the Debtor, as Lessor, on any part or parcel of the described Real Estate and the improvements

1473

located thereon, whether said accounts receivable are in existence or are hereafter created and the proceeds thereof; and

(c) and all leases executed by Debtor, as Lessor, of any part or parcel of the described Real Estate and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof; and

(d) all building materials and equipment wherever located now owned or hereafter acquired for installation on the Real Estate; and

(e) all contract rights and accounts receivable (accounts) and general intangibles in respect of or in any wise relating to the Real Estate or any part thereof including, but not limited to all sales contract or option contract deposits or payments relating to the Real Estate or any part thereof, all building permits, water and sewer taps and permits for construction of any improvements on the Real Estate; and

(f) all Plat Plans, Site Plans, Subdivision Plat and all other plans and specifications now or hereafter prepared (or revised) relating to the Real Estate; and

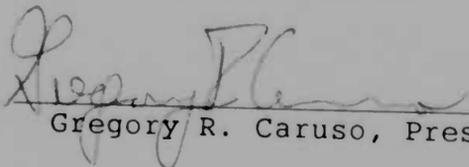
(g) all insurance proceeds and condemnation awards now or hereafter acquired by Debtor received in connection with the Real Estate.

4. Proceeds and products of collateral are covered hereunder.
5. The Real Estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made apart hereof.
6. This Financing Statement is not subject to recordation taxes imposed by Section 12-102, Tax Property, Annotated Code of Maryland (1986).

DEBTOR:

FISHING CREEK LIMITED PARTNERSHIP,
A Maryland limited partnership

By: Caruso Homes, Inc.,
Managing General Partner

By: 
Gregory R. Caruso, President

SCHEDULE "A"

Lots numbered One Hundred Seven (107) through One Hundred Eleven (111), both inclusive and Lots numbered One Hundred Nineteen (119) and One Hundred Twenty (120) as shown on a plat entitled "FISHING CREEK FARM, Plat Four of Nine", recorded in Plat Book 109 at Plat 48 among the Land Records of Anne Arundel County, Maryland and being in the Second Election District.

800*

5:31 PAGE 307

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

274319

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated August 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marcia V. Ormsby MD
Address 1227 L. Gemini Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 11.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

#269010 C055 R02 T09:33

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

08/30/88

(Signature of Debtor)

Marcia V. Ormsby, MD
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank
(Signature of Secured Party)

John J. Feldman III Vice President

Type or Print Above Signature on Above Line

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

Dale's Auto Care, Inc.,
T/A Irvington Exxon

1. Debtor(s):

Name or Names—Print or Type
 4122 Frederick Avenue, Baltimore Md. 21229
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

Irvington Federal Savings & Loan Assn.
 Name or Names—Print or Type
 7711 Quarterfield Road, Glen Burnie, Maryland 21061
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All equipment and inventory located at Dale's Auto Care, Inc.,
Irvington Exxon, 4122 Frederick Avenue, Baltimore, Md. 21229

4. If above described personal property is to be affixed to real property, describe real property.

RECORD FEE 11.00
 POSTAGE .50
 IRVINGTON FEDERAL SAVINGS & LOAN ASSN.
 7711 QUARTERFIELD ROAD GLEN BURNIE, MD 21061
 410/29/80

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Dale Cook
 Dale Cook (Signature of Debtor) President
 Dale's Auto Care, Inc.,
 T/A Irvington Exxon
 Type or Print

 (Signature of Debtor)

 Type or Print

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.
 (Company, if applicable)
Susan L. Thompson
 (Signature of Secured Party)
 Susan L. Thompson, Vice President
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address _____
Lucas Bros. Form F-1

11 50

1-72-16

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 9, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 17, 1988, Schedule # 01, dated May 27, 1988 between Assignor as Lessor and LEASE ACCOUNT # 821508 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 9, 1988 between Assignor and Assignee:

- 1 (one) BVT 2000 TBC
- 1 (one) BK2006 Time Remote Control
- 1 (one) 15PDSUB interconnect cable

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#150730 0040 004 11148
08/29/88

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]
(Signature of Debtor)

Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.5

1468

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 9, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: TransFinancial Leasing Corp.
Address: The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name: IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address: 7711 Quarterfield Road
Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Feb. 17, 1988, Schedule # 02, dated August 5, 1988 between Assignor as Lessor and LEASE ACCOUNT # 861208 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 9, 1988 between Assignor and Assignee:

- 1 (one) 1980 Wiggins 7500 Forklift, Model #WD183YM, S/N #WLC 801001
- 1 (one) 1984 Ford 445 Tractor, Model #KD4115, S/N #C718664 w/ 4cylinder engine model #4A17A, hydraulic lift model #4A25B, and Gannon Box Plate model #H320, S/N #T1839

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .30
BIRMGAR COAG R04 111742
08/29/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Bruce J. Winter
(Signature of Debtor)

Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

Filed with the state of Maryland

1150

1467

STATE OF MARYLAND

274323

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name T. J. Transfer, Inc.

Address 7954 Catherine Avenue, Pasadena, MD 21122

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

T. J. Transfer, Inc.

See attached for original signature

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

LARRY F. KIMMEL, ADMIN. V.P.

RECORD FEE 11.00
POSTAGE .50
MIDSTATE COMM RRM T12-17
08/29/08

11.00
50

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input checked="" type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$10,685.00
<input checked="" type="checkbox"/> NOT TO BE		<input type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

American Lithograph, Inc.
Name or Names—Print or Type

611 H & J Hammonds Ferry Road, Linthicum, Md. 21090
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Marvin E. Glass, Individually and as agent for Undisclosed Principals
Name or Names—Print or Type

7 Church Lane, Suite 16-A, Baltimore County, Md. 21208
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1 Dexter Folder - Model DU W/all attachments Serial Number DU77024
Continuous Feed, Combo Rollers
(3) Rollaway Attachments

4. If above described personal property is to be affixed to real property, describe real property.

611 H & J Hammonds Ferry Road, Linthicum, Maryland

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 11.00
RECORD TAX 77.00
POSTAGE .50
#199210 C040 R04 T14/33
08/29/00

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):
AMERICAN LITHOGRAPH, INC.
Donald A. Eckert
(Signature of Debtor)

SECURED PARTY:
N/A
(Company, if applicable)

By: DONALD A. ECKERT, PRESIDENT
Type or Print

(Signature of Debtor)

Type or Print

Marvin E. Glass
(Signature of Secured Party)
Marvin E. Glass, Individually and as agent
for Undisclosed Principals
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Marvin E. Glass, 7 Church Lane, Suite 16-A, Baltimore, Maryland 21208

1100
7700
50

6950



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 32,120.19

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR COURT: ANNE ARUNDEL COUNTY OF MONTGOMERY (SIXEVEN) (\$227.50)

Name Robert T. Peterson, M.D.
 Address 1546 Ritchie Lane, Annapolis, MD 21401

2. SECURED PARTY

Name Americorp Financial, Inc.
 Address 27777 Franklin Road, Suite 530, Southfield, MI 48034

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A, which equipment is owned and leased by Secured Party to the Debtor under a written lease agreement dated February 18, 1988, which lease is intended by the parties to be a true lease. This filing is for informational purposes only.

Name and address of Assignee
 Manufacturers National Bank
 Of Detroit
 100 Renaissance Center
 Detroit, MI 48243

Master Lease #1274
 Lease Supplement #1274-1

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
 RECORD TAX 227.50
 POSTAGE .50
 #199220 0040 004 114325
 08/29/88

 (Signature of Debtor)

Type or Print Above Name on Above Line

 (Signature of Debtor)

Robert T. Peterson, M.D.
 Type or Print Above Signature on Above Line

 (Signature of Secured Party)

Americorp Financial, Inc.
 Type or Print Above Signature on Above Line

11 227.50 .50 55 505 4847



BOOK 531 PAGE 314

27777 FRANKLIN ROAD, SUITE 530 / SOUTHFIELD, MI 48034 / Telephone (313) 350-1440 / 1-800-233-1574

Schedule Forming Part Of Lease Supplement # 1274-1 between AMERICORP FINANCIAL, INC., Lessor, and Robert T. Peterson, M.D. Lessee, Dated February 18, 1988

QTY.	DESCRIPTION OF EQUIPMENT	MODEL NO.	SERIAL NO.
1	CMV-E Color PFT System Includes: IBM PC, Brackets, (1 Hard Disc & 1 Floppy Disc Drive), Spinaker Diffusion Unit, Color CRT, Color Printer, Ace Board, Unheated Pneumotach, V 3.01 PFST Software, Calibrating Syringe, Helium Tank, Oxygen Tank, Diffusion Tank, 6 Rubber Mouth Pieces, 6 Breathing Hose Assemblies, 1 Breathing Circuit Assembler, 1 Box Of Floppy Disc, Word-Star Word Processor		
1	Systems Desk (For Pulmonary Machine)		

SERIAL NUMBERS FOR ABOVE:

CPU 842016183
CRT 854129119
Printer 612B0295787
Power Supply 875104066
DIFFUSION UNIT 874043212

ROBERT T. PETERSON, M.D.

LESSEE

BY: Robert T. Peterson TITLE

AMERICORP FINANCIAL, INC.

LESSOR

BY: Andrew C. Kelly TITLE V.P.

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility			
1. Debtor(s) (Last Name First) and Address(es) VELASCO DANIEL EDWARD VELASCO EVA JOY 11 DANIEL DRIVE LOTHIAN MD 20711		2. Secured Party(ies) Name(s) and Address(es) JOYE REAL ESTATE 4500 OLD BRANCH WENNE TEMPLE HILL, MD 20748		4. For Filing Office Date, Time, No. Filing Office APR 27 1983 10:30 AM FILING OFFICE 1000 PENNSYLVANIA AVE BALTIMORE, MD 21201		
5. This financing statement covers the following type(s) (or items) of property 1981 SEBOLT SERIAL # ET78098 APPLIANCES AND APPOINTMENTS THEREIN AND THEREON INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S WARRANTY AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input type="checkbox"/> Products of the Collateral are also covered			5. Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2060 WHITE BOULEVARD SUITE 205 WOODBRIDGE VA 22194			
8. Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9. Name of a Record Owner * (Describe Real Estate in Item 8.) <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on *				
No. & Street		Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State						11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)
By <u>VELASCO DANIEL EDWARD</u> Signature(s) of Debtor(s)		By <u>VELASCO EVA JOY</u> Signature(s) of Secured Party(ies)		By <u>JOYE REAL ESTATE</u> Signature(s) of Secured Party(ies)		
(4) FILE COPY—DEBTOR(S) (3'83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania						

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 07-27-78 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVID E. BOYD

Address 1111 BAKER ST., S.F.T., BALTIMORE MD 21206

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address 7000 BRIDLE RD., BETHESDA MD 20814

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN IDENTIFIABLE GOODS AND OTHER CONSUMABLE PERSONAL PROPERTY
KAMMID STEREO- 2 CASSETTE DECKS, SPEAKERS, EQUIPMENT, MIRROR
VCR- TOSHIBA
TV- RCA 25" COLOR

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11.00
17.50
19.00

RECORD FEE 11.00

RECORD TAX 17.50

POSTAGE .50

#199270 0040 104 T14110

08/27/78

David E. Boyd
(Signature of Debtor)

DAVID E. BOYD
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AVCO FINANCIAL SERVICES

Vicki E. Fleming
(Signature of Secured Party)

VICKI E. FLEMING

Type or Print Above Signature on Above Line



BOOK 531 PAGE 317

FINANCING STATEMENT

274323

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Name of Debtor(s) (or Assignor) and address:
 Nobody Does It Better, Inc. T/A
 I Can't Believe It's Yogurt
 C/O John and Susan Donovan
 1029 Ashe Street
 Davidsonville, Md. 21035

RECORD FEE 12.00
 RECORD TAX 350.00
 POSTAGE .00
 B195270 C049 004 714450
 01/29/78

2. Name of Secured Party (or Assignee) and address:

Second National Federal Savings Bank
 Route 50 & Phillip Morris Drive
 Post Office Box 2558
 Salisbury, Maryland 21801

3. This Financing Statement covers the following types (or items) of property:

All equipment, machinery, and other goods/tangible property of the Debtor, now owned or hereafter acquired, wherever located. All inventory of the Debtor, now owned or hereafter acquired, wherever located and including accessories, parts, raw materials used in Debtor's business. All Accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor.

4. Check the statements which apply, if any, and supply the information indicated:

- The underlying secured transaction is not subject to recordation tax
- The underlying secured transaction is subject to recordation tax on the principal amount of \$ 50,000.00
- (If collateral is crops — describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

- (If collateral is goods which are or are to become fixtures — describe real estate; include name of record owner, house number and street or block reference which applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

- (If proceeds of collateral are covered). Proceeds of the collateral are also covered.
- (If products of collateral are covered). Products of the collateral are also covered.

Debtor(s)

Nobody Does It Better, Inc. by:

John Donovan
 John Donovan/President

Secured Party: Second National Federal Savings Bank

BY: Michael T. McGraw

Michael T. McGraw
 (AUTHORIZED SIGNATURE)

Michael T. McGraw/Regional Vice President
 (TYPE NAME AND TITLE)

P.O. Box 2558
 Salisbury, Md. 21801

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

DATED:

8-16, 1988

10
 350
 50

274329

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8-15-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Elizabeth Russo and Matthew Garner
Address 9 North Bruce St., Laurel, MD 20707

2. SECURED PARTY

Name First Manufactured Housing Credit Corp.
Address P.O. Box 190, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Anne Arundel County
1983 Titan 24 x 56
serial # 4938606895
See Attached (Schedule A)

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
4100700 1040 004 114153
08/29/88

This transaction is not subject to recordation tax.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

11 06 88
Elizabeth Russo by *[Signature]*
(Signature of Debtor)

Elizabeth Russo

Type or Print Above Name on Above Line

Matthew Garner by *[Signature]*
(Signature of Debtor)

Matthew Garner

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Elizabeth B. Hechler FMHCC

Type or Print Above Signature on Above Line

SCHEDULE A

This financing statement covers the following types (or items) of property:

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

BOOK 531 PAGE 320

271330

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es) Tropicana of Ocean City, Inc. 42nd & Bay Streets Ocean City, MD.	2 Secured Party(ies) and address(es) LEASING SYSTEMS, INC. 927 15th Street- Suite 1200 N.W. Wash., D.C. 20005	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) 11:00 POSTAGE .50 #192330 2040 604 T15:00 08/29/88
---	--	---

4 This financing statement covers the following types (or items) of property
"NOT SUBJECT TO RECORDATION TAX"

- 1 RMS Back Office w/dual Floppy hard disk Release 10 MBO & Wide Printer
- 1 Uninter. power supply
- 6 terminals
- 6 pre-set keyboards
- 8 Thermal Printers
- 5 Cash Drawers, staftrak, 1 EFP control group
- 3 EFP Terminals/1 thermal printer start-up kit. #202740

5 Assignee(s) of Secured Party and Address(es)
Atlantic Leasing & Financial
One North Charles Street
Suite 207
Baltimore, MD 21201

This financing statement is filed without the Debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: XX

Tropicana of Ocean City, Inc. By JEFFREY M. SISKIND, PRESIDENT
 LEASING SYSTEMS, INC. By LEE E. NATHANSON, PRESIDENT

(1) Filing Officer Copy- Alphabetical
 STANDARD FORM - FORM UCC-1.
 (For Use in Most States)

BOOK 531 PAGE 321

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 26095-
RECORDED IN LIBER 496 FOLIO 118 ON 3/24/86 (DATE)

1. DEBTOR

Name Reliable Contracting Co.
Address 1 Churchview Rd., Millersville, MD 21108

2. SECURED PARTY

Name MCCLUNG-LOGAN EQUIPMENT CO. INC.
4601 WASHINGTON BLVD.
Address BALTIMORE, MARYLAND 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#199360 C-40 R04 T15413
08/29/88
336

Dated 8/3/88


(Signature of Secured Party)

Robert Matz, C.E.O.

Type or Print Above Name on Above Line

10.00
6.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name A.I. Credit Corp.
Address 160 Water Street, New York, New York 10038-4922

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to A.I. Credit Corp. of certain lease payments under certain True Lease Assignment dated July 15, 1988, Schedule # 01, dated June 24, 1988 between Assignor as Lessor and LEASE ACCOUNT # 426088 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 26, 1988 between Assignor as Assignee:

- (2) Two Liquid Blaster Pump Packs S/N's 784240, 681150
- (1) One Robot S/N 783230

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]
(Signature of Debtor)

Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

A.I. Credit Corp.

[Signature]
(Signature of Secured Party)

DIANE E. BELES
Type or Print Above Name on Above Line

RECORDS FEE 10.00
POSTAGE .50
#199300 0040 R04 T15120
08/29/88

Filed with Anne Arundel County

10.00
-50

STATE OF MARYLAND

500* 531 323

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 151553

RECORDED IN LIBER 250 FOLIO 125 ON May 11, 1972 (DATE)

FINANCING RECORDS OF ANNE ARUNDEL COUNTY

1. DEBTOR

Name Carl T. Julio and Edward V. Julio, co-partners trading as
Pioneer City Realty Company

Address 10 Parks Avenue, Cockeysville, MD 21030

2. SECURED PARTY

Name GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

Address 950 E. Paces Ferry Rd.

Atlanta, GA 30326-1161

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

All right, title and interest in and to the collateral shown in the original financing statement is hereby assigned to: ARKANSAS DEVELOPMENT FINANCE AUTHORITY, SUITE 200, TECHNOLOGICAL CENTER, 100 MAIN STREET, LITTLE ROCK, ARKANSAS 72201

RECORD FEE 13.00
POSTAGE .50
#199390 1040 004 115120
08/29/88

13.00
.50

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

Dated April 1, 1988

Robert G. Pike

(Signature of Secured Party)

ROBERT G. PIKE, ATTORNEY IN FACT, WHOSE APPOINTMENT IS PUBLISHED AT 24 CFR 300.11.
Type or Print Above Name on Above Line

531-324

-325

#'s not used

8-29-88

531-324

-325

#'s not used

8-29-88

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 531 PAGE 326

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 267264 recorded in Liber 511, Folio 375 on April 30, 1987 (date).

1. DEBTOR(S):

Name(s): Community Radiology Associates of Baltimore, Inc.

Address(es): See attached Schedule A

2. SECURED PARTY:

Name: Equitable Bank, N.A.

Address: 100 S. Charles Street

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. [] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [X] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. [] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. [] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. [] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00
POSTAGE .50
#199420 0140 R04 T15:26
08/29/88

9. DEBTOR:

SECURED PARTY:

EQUITABLE BANK, National Association

By Diana Torruella
Corporate Banking Officer
(Type Name and Title)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd Fl.
BALTIMORE, MARYLAND

SCHEDULE A

Addresses of Debtor

1. 18111 Prince Phillip Drive, Suite T-20
Olney, MD 20832
2. Northwest Medical Center
4432 Park Heights Ave.
Baltimore, MD 21215
3. Bel Air Medical Center
212 S. Bond Street
Suite 103
Bel Air, MD 21014
4. Jai Medical Center
5010 York Road
Baltimore, MD 21212
5. Medical Arts Building
101 W. Read Street
Suite 518
Baltimore, MD 21201
6. Oakwood Professional Building
7845 Oakwood Road
Suite 105
Glen Burnie, MD 21061
7. Parkanna Medical Center
4000 Annapolis Road
Baltimore, MD 21227

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel

NAME	Street	City	State
1. Debtor(s)			
VE Engineering, Inc.			
410 Severn Ave, Suite 317			
Annapolis, MD. 21403			

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

RECORD FEE 11.00
POSTAGE .50
#269050 C237 R02 T10:18
08/30/88

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: <u>SOVRAN BANK/MARYLAND</u> By: <u>Jeffrey D. Dunaway</u> Type Name: Assistant Vice President Title: _____	Debtor(s) or Assignor(s) VE Engineering, Inc. By: <u>Wayne L. Rogers</u> Wayne L. Rogers, Chairman of the Board _____ _____ Type or Print Name and Title of Each Signature
---	--

11 02 33

BOOK 531 PAGE 329

274333

FINANCING STATEMENT

For Filing Officer Use	
File No.
Date &
Hour

Check below if goods are or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

J D CONSTRUCTION CO., INC., a Maryland corporation	401	Headquarters Dr.,	Millersville,	Md. 21108
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Name of Secured Party or assignee	No.	Street	City	State
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DOMINION BANK OF MARYLAND, National Association	7220	Wisconsin Ave.,	Bethesda,	Md. 20814
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1. This financing statement covers the following type(s) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby incorporated by reference

RECORD FEE 13.00
#351090 0345 801 110403
08/30/88

KATZ, FROME, SLAN & BLEEKER, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD 20895-3504

RETURN TO

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. Part of the collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)
J D CONSTRUCTION CO., INC., a Maryland corporation, (Seal)
(Corporate, Trade or Firm Name)

BY: Roy E. Hedrick Signature of Secured Party or Assignee
ROY E. HEDRICK, President
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

(Corporate Seal)

EXHIBIT "A"

BOOK 531 PAGE 330

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

PARCEL I:

ALL THAT CERTAIN piece, parcel or tract of land located on the westerly side of Maryland Route No. 640, known as Baltimore Annapolis Boulevard, in the Third Election District of Anne Arundel County, Maryland, being bounded and more fully described in accordance with a survey made by Kidde Consultants, Inc. as follows, to wit:

BEGINNING at a point on the westerly right-of-way line of said Baltimore Annapolis Boulevard, said point being the northeasterly corner of the herein described tract and the southeasterly corner of lands of Timothy Brown; THENCE extending from said point of beginning along said westerly right-of-way line of Baltimore Annapolis Boulevard South $15^{\circ} 10' 04''$ West (referring all courses herein to the Maryland State Plane Coordinate Grid), a distance of 471.57 feet to a point, being the northeasterly corner of Lot 9, Block C, of the subdivision of lands of Longshoremens Local 050; THENCE along the northerly line of said Lot 9, and the northerly lines of Lots 0 through 1 of said block and subdivision North $77^{\circ} 15' 17''$ West, a distance of 1098.54 feet to a point, being the northwesterly corner of said Lot 1; THENCE along the easterly line of Lot 0, Block C, of said subdivision North $12^{\circ} 44' 43''$ East, a distance of 471.15 feet to an iron pipe, being the southwestery corner of lands of Vernon Oden; THENCE along the southerly line of said Oden lands, and the southerly lines of lands of Costell Meachem and the aforesaid lands of Timothy Brown South $77^{\circ} 15' 17''$ East, a distance of 1118.47 feet to the POINT OF BEGINNING.

CONTAINING IN AREA 11.9897 Acres of land, more or less.

PARCEL II:

ALL THAT CERTAIN piece, parcel or tract of land located on the westerly side of Maryland Route No. 640, known as Baltimore Annapolis Boulevard, in the Third Election District of Anne Arundel County, Maryland, being bounded and more fully described in accordance with a survey made by Kidde Consultants, Inc. as follows, to wit:

BEGINNING at a point on the westerly right-of-way line of said Baltimore Annapolis Boulevard, said point being the northeasterly corner of the herein described tract and the southeasterly corner of lands belonging to David H. Jones; THENCE extending from said point of beginning along said westerly right-of-way line of Baltimore Annapolis Boulevard South $17^{\circ} 10' 50''$ East (referring all courses herein to the Maryland State Plane Coordinate Grid), a distance of 528.00 feet to a point; THENCE continuing along said right-of-way line South $29^{\circ} 25' 50''$ East, a distance of 9.19 feet to a point, being the northeasterly corner of lands belonging to Eugene Johnson; THENCE leaving said right-of-way line and along the northerly line of said Johnson lands, the following two (2) courses: (1) South $63^{\circ} 34' 10''$ West, 30.46 feet to an iron pipe found; THENCE (2) South $63^{\circ} 34' 10''$ West, 435.60 feet to a point, being the northwesterly corner of said Johnson lands; THENCE along the westerly line of said Johnson lands South $30^{\circ} 00' 50''$ East, a distance of 100.99 feet to a point on the line of lands of CH2 Construction and Management Corp.; THENCE along the northerly line of said CH2 Construction and Management Corp. lands the following two (2) courses: (1) South $63^{\circ} 34' 10''$ West, 172.86 feet to an iron pipe found; THENCE (2) South $63^{\circ} 34' 10''$ West, 148.75 feet to a stone found, being the southeasterly corner of lands of William E. Houser; THENCE along the easterly line of said Houser lands and the lands of William Adams the following two (2) courses: (1) North $15^{\circ} 10' 50''$ West, 364.16 feet to a stone found; THENCE (2) North $15^{\circ} 10' 50''$ West, 423.72 feet to an iron pipe found, being the southwestery corner of lands of aforesaid David H. Jones; THENCE along the southerly line of said Jones lands North $74^{\circ} 49' 10''$ East, a distance of 726.00 feet to the POINT OF BEGINNING.

CONTAINING IN AREA 11.0453 Acres, MORE OR LESS.

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1111 1st St. N.W., Washington, D.C. 20004

FINANCING STATEMENT

For Filing Officer Use	
File No.
Date &
Hour

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT
RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
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ENGLEWOOD DEVELOPERS, INC., a Maryland corporation	156	Ritchie Highway,	Severna Park,	Maryland
---	-----	------------------	---------------	----------

KATZ, FROME, SLAN & BLECKER, P.A.
 ATTORNEYS AT LAW
 10605 CONCORD STREET
 KENSINGTON, MD 20895-3504

RETURN TO

Name of Secured Party or assignee	No.	Street	City	State
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DOMINION BANK OF MARYLAND, National Association	7220	Wisconsin Ave.,	Bethesda,	Md. 20814
--	------	-----------------	-----------	-----------

1. This financing statement covers the following type(s) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby
incorporated by reference

RECORD FEE 11.00

POSTAGE .50

4351910 0745 001 113420

09/30/88

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. Part of the collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)
ENGLEWOOD DEVELOPERS, INC., a Maryland corporation

BY: Roy E. Hedrick (Seal)
ROY E. HEDRICK, President/Treasurer (Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

EXHIBIT "A"

BOOK 531 PAGE 333

BEING known and designated as lots numbered 15B, 15C, 19A, 19B, 21R and 22R, as shown on Plat entitled "Resubdivision of Lots 15 & 19-22, OAKS OF SEVERNA PARK" recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 106, folio 48

AND

BEING known and designated as lots numbered 16, 17 and 18, as shown on Plat entitled "Plat Two, Oaks of Severna Park", recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 98 at Plat 38.

Bearing street address of Truck House Road and Swaying Oak Court, Severna Park, Maryland 21146.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.



BOOK 531 PAGE 334

274335

Financing Statement

The Salina Inn
A Limited Partnership

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel Co., Maryland

NAME	ADDRESS	
1. Debtor(s)	Street	City State
Cardinal Industries, Inc.	333 S. Hammonds Ferry Rd.	Glen Burnie, MD 21061
	and 2040 S. Hamilton Rd.	Columbus, OH 43232

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND
By: *Dennis Stough*
Type Name Dennis Stough
Title Assistant Vice-President

Debtor(s) or Assignor(s)
CARDINAL INDUSTRIES, INC.
By: *Joseph V. Collins*
Joseph V. Collins
Assistant Secretary

Type or Print Name and Title of Each Signature

RECORD FEE 13.00
POSTAGE .50
B199260 CG40 R04 T14+45
08/29/03

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

The Salina Inn
A Limited Partnership

Finished building units consisting of 90 units:

16(sixteen) 1-Bed	S/N 5052,5053,5055,5056,5076-5078,5087,5088,5090-5094,5095-5097.
8(Eight) 1-Bed Sofa	S/N 5009-5011,5013,5014,5015-5017
5(Five) 1-Bed BF	S/N 5024,5028,5079,5084,5089.
45(Forty-Five) 2-Bed	S/N 5018,5019,5021-5023,5025-5027,5029-5031,5033-5036,5038-5040, 5042-5044,5046-5048,5050,5051,5058-5060,5062-5064,5066,5067, 5069,5070,5072-5074,5080-5083,5085,5086.
8(Eight) 1-Bed Eff. Micro	S/N 5037,5054,5057,5061,5065,5068,5071.
3(Three) Linen	S/N 5020,5049,5094.
1(One) Conference Rm	S/N 5032
1(One) Laundry	S/N 4041
1(One) Folding	S/N 5045
1(One) Office	S/N 5012
1(One) Mngrs Apt.	S/N 5098

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First and Address(es)): Physical Therapy & Sports Fitness Associates, P.A. 200 Hospital Drive, Suite 205 Glen Burnie, MD 21061		2. Secured Party(ies) Name(s) and Address(es): COPELCO LEASING CORPORATION ONE MEDIQ PLAZA PENNSAUKEN, NEW JERSEY 08110 <i>8-23 CO</i>		3. <input type="checkbox"/> The Debtor is a manufacturing utility.	
4. For Filing Officer: Date, Time, No. Filed, Office: RECORD FEE 11.00 POSTAGE .50 K199760 0040 R04 T11:55 08/30/88		5. This Financing Statement covers the following types (or items) of property: 1) Osker Isokinetics and Testing System SUPPLIERChattek, 101 Memorial Drive, PO Box 4287 Chattanooga, TN 37405			
6. Assignee(s) of Secured Party and Address(es):		7. <input type="checkbox"/> The described goods are growing or to be grown or <input type="checkbox"/> The described goods are an art to be attached to. <input type="checkbox"/> The lumber is to be cut or minerals or the ore including oil and gas is on. (Describe Real Estate in Item 8)			
8. Describe Real Estate Here: This is a conditional sales contract and is not subject to recordation tax.		9. Name of a Record Owner:		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input checked="" type="checkbox"/> Lessor(s) and Lessee(s)	
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction, <input type="checkbox"/> when the Collateral was brought into this state, or <input type="checkbox"/> when the Debtor's location was changed to this State.		No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____			
11. PHYSICAL THERAPY & SPORTS FITNESS ASSOCIATES, P.A. <i>11-90</i>		COPELCO LEASING CORPORATION			
By: <i>Dennis Buckman</i> Dennis Buckman (5-83)		By: <i>Doris A. Erdman</i> DORIS A. ERDMAN, Asst. Secty.			

STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania
(1) FILING OFFICER COPY - NUMERICAL

274338

300 531 PAGE 338

This FINANCING STATEMENT is being filed pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es):
Aytekin Ulgen, M.D., P.A.
7845 Oakwood Road, #105
Glen Burnie, MD 21061

2 Secured Party(ies) Name(s) and Address(es):
 COPELCO LEASING CORPORATION
 ONE MEDIQ PLAZA
 PENNSAUKEN, NEW JERSEY 08110
 8-336

3 The Debtor is a transmitting utility.

4 For Filing Office: Date, Time, No. Filing Office
 POSTAGE #198770 0040 R04 111:55
 08/30/88

5 This Financing Statement covers the following types (or items) of property:
(2) West Coast Data Tele Radiology
SUPPLIER: West Coast Data, Irvine, CA 92718

6 Assignee(s) of Secured Party and Address(es):

Products of the Collateral are also covered LEASE NO. **00-8524-0**

8 Describe Real Estate Here: This statement is to be indexed in the Real Estate Records

This is a conditional sales contract and is not subject to recordation tax.

9 Name of a Record Owner

7 The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
 *(Describe Real Estate in Item 8.)

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this state, or <input type="checkbox"/> when the Debtor's location was changed to this State					

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

AYTEKIN ULGEN, M.D., P.A. *1190*

By *Aytekin Ulgen* Signature(s) of Debtor(s)
Aytekin Ulgen, M.D.

By *Doris A. Erdman* Signature(s) of Secured Party(ies)
DORIS A. ERDMAN, 10 Asst. Secy.

(5/83) STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

BOOK 531 PAGE 339

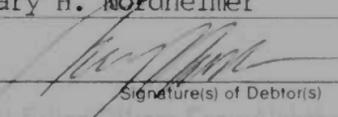
271339

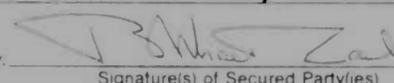
This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es) Nordheimer, Gary H. c/o Nordheimer Brothers Companies, Inc. 1011 Arlington Blvd., Suite 300 Arlington, Virginia 22209-2275		2 Secured Party(ies) and address(es) B. Michael Rauh, Esquire (Nominee) Landis, Cohen, Rauh and Zelenko 1019 19th St., N.W., Suite 500 Washington, D.C., 20036	3 Maturity date (if any)
4 This financing statement covers the following type(s) (or items) of property All of the Debtor's right, title and interest in and to its limited partner interest in Chesapeake Spa Creek Limited Partnership, a Maryland limited partnership, including any and all distributions and proceeds therefrom.		For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 M199400 0043 R04 112445 08/30/88	
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		5 Assignee(s) of Secured Party and Address(es)	
Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented		Filed with	

Gary H. Nordheimer

B. Michael Rauh, Nominee

By:  Signature(s) of Debtor(s)

By:  Signature(s) of Secured Party(ies)

Nominee
Title

STANDARD FORM - FORM UCC-1.

531 340

274310

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Nordheimer, Scott A.
c/o Nordheimer Brothers
Companies, Inc.
1011 Arlington Blvd., Suite 300
Arlington, Virginia 22209-2275

2 Secured Party(ies) and address(es)

B. Michael Rauh, Esquire (Nominee)
Landis, Cohen, Rauh and
Zelenko
1019 19th St., N.W., Suite 500
Washington, D.C. 20036

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
FISPSAD CD40 R04 T12145
08/30/88

4 This financing statement covers the following type(s) of property

All of the Debtor's right, title and interest in and to its limited partner interest in Chesapeake Spa Creek Limited Partnership, a Maryland limited partnership, including any and all distributions and proceeds therefrom.

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Scott A. Nordheimer

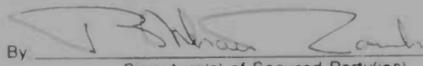
B. Michael Rauh, Nominee

By


Signature(s) of Debtor(s)

Title

By


Signature(s) of Secured Party(ies)

Nominee

Title

STANDARD FORM - FORM UCC-1.

531 341

271311

This FINANCING STATEMENT is presented to a filing office for filing purposes (if any)

1 Debtor(s) (Last Name First) and address(es)

Roach, Richard D.
c/o Nordheimer Brothers
Companies, Inc.
1011 Arlington Blvd., Suite 300
Arlington, Virginia 22209-2275

2 Secured Party

B. Michael Landis, Cohen, Rauh and
Zelenko
1019 19th St., N.W., Suite 500
Washington, D.C. 20036

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE 1.50
RECORDED COPY RM 11/17
08/30/88

4 This financing statement covers the following types (or items) of property

All of the Debtor's right, title and interest in and to its limited partner interest in Chesapeake Spa Creek Limited Partnership, a Maryland limited partnership, including any and all distributions and proceeds therefrom.

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Richard D. Roach

B. Michael Rauh, Nominee

By Richard D. Roach
Signature(s) of Debtor(s)

Title

By B. Michael Rauh
Signature(s) of Secured Party(ies) Nominee

Title

(1) Filing Office Copy-Attachment

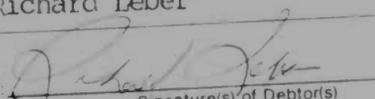
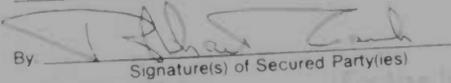
STANDARD FORM - FORM UCC-1.

(For Use in Most States)

531 842

274312

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es) Leber, Richard c/o Nordheimer Brothers Companies, Inc. 1011 Arlington Blvd., Suite 300 Arlington, Virginia 22209-2275	2 Secured Party(ies) and address(es) B. Michael Rauh, Esquire (Nominee) Landis, Cohen, Rauh and Zelenko 1019 19th St., N.W., Suite 500 Washington, D.C. 20036	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RETURN FEE 12.00 POSTAGE .50 FILED IN ROAD ROOM 112148 08/30/88
4 This financing statement covers the following types (or items) of property All of the Debtor's right, title and interest in and to its limited partner interest in Chesapeake Spa Creek Limited Partnership, a Maryland limited partnership, including any and all distributions and proceeds therefrom.		5 Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with No. of additional Sheets presented
Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered		
By: <u>Richard Leber</u>  Signature(s) of Debtor(s)	Title <u>B. Michael Rauh, Nominee</u> By: <u></u> Signature(s) of Secured Party(ies) Title <u>Nominee</u>	

STANDARD FORM - FORM UCC-1.

274343

BOOK 531 PAGE 343

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Nordbro Annapolis, Inc. c/o Nordheimer Brothers Companies, Inc. 1011 Arlington Blvd., Suite 300 Arlington, Virginia 22209-2275	2 Secured Party(ies) and address(es) B. Michael Rauh, Esquire (Nominee) Landis, Cohen, Rauh and Zelenko 1019 19th St., N.W., Suite 500 Washington, D.C. 20036	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 RESEARCH .50 NOTARIAL FEE 1.00 BUSINESS COURTESY FEE 12.48 05/20/88
4 This financing statement covers the following types (or items) of property: All of the Debtor's right, title and interest in and to its general partner interest in Chesapeake Spa Creek Limited Partnership, a Maryland limited partnership, including any and all distributions and proceeds therefrom.		5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

By Nordbro Annapolis, Inc., general partner B. Michael Rauh, Nominee

By [Signature] [Signature]

Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title

President Nominee

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald Brewster
Address 150 Waldo Rd., Pasadena, MD 21122

2. SECURED PARTY

Name N.J. Richardson & Sons, Inc.
Address 6400 Windsor Mill Rd., Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Kubota L2250DT-7 Tractor # 55217
- 1 Kubota BF400G Loader # 17502

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

54900-815183

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
#199880 0040 804 114:16
08/30/86

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11.7
Donald Brewster
(Signature of Debtor)

Donald Brewster
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. E. Richardson Pres
(Signature of Secured Party)

W. E. Richardson
Type or Print Above Signature on Above Line

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

Table with 2 columns: 1. DEBTOR(S) and Address(es): (last name first), 2. SECURED PARTY. Includes Kitchen Dimensions Design Center Inc. and THE ZAMOISKI CO.

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
5. This transaction is exempt from the recordation tax. (Md.)
6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 11.00
M77970 0040 RGA TL451
00/30/00

DEBTOR: Kitchen Dimensions Design Center Inc.

SECURED PARTY:

(Type Name)
By: Edward Siegert, Pres.
By: Patty A. Siegert, V.Pres.

THE ZAMOISKI CO.
By: [Signature]
(Date Signed by Debtor) 8/8 1988

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

11.00

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

DATE: 8/23/88

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Coleman Eldridge T/A Shoe Specialist

ADDRESS: 562 Benfield Village
Severna Park, Md. 21146

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, equipment, inventory, accounts receivable now owned and hereafter
acquired excluding motor vehicles.

RECORD FEE 12.00
POSTAGE 2.00
BIRPP88 0040 R04 114-32
08/30/88

DEBTOR(S):

Coleman Eldridge
Coleman Eldridge

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK
~~AND LOAN ASSOCIATION~~

By: Reba S. Berman
(Authorized Signature)
Reba S. Berman
Asst. Vice President
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

12 00
50

NOT SUBJECT TO RECORDATION TAX
TAXES PAID ON DEED OF TRUST OF
EVEN DATE

52

800-531 PAGE 347

274317

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ _____ in connection with the filing of the Deed of Trust described below in the Land Records of _____ County, Maryland.

5 Debtor(s) Name(s): The Empire Corporation Address(es): 7300 Ritchie Highway
Glen Burnie, Maryland 21061

6 Secured Party: MARYLAND NATIONAL BANK
Attention: Harrell Copeland

Address: Real Estate and Mortgage Division
10 Light Street
Fifth Floor
Baltimore, Maryland 21202

RECEIVED FEE 11.00
POSTAGE .70
M197790 0043 004 T44154
10/30/88

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 14 19 88 from Debtor(s) to Dennis M. Miller and Stephen F. Beckenholdt Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):
Wilfred T. Azar, Chairman (SEAL)
Marion H. Holt, E. V. P. (SEAL)

Secured Party
MARYLAND NATIONAL BANK
By Harrell D. Copeland (SEAL)
Harrell D. Copeland, Vice President
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

853-R-ED 1-85

11.00

M.N.B.
AUG 19 '88
LDRU

1299601-9002-142645

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

Table with 2 columns: 1. DEBTOR(S) and Address(es): (last name first) and 2. SECURED PARTY. Includes ABC Appliance Sales & Service, Inc and THE PARADIES DISTRIBUTING CO.

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
5. This transaction is exempt from the recordation tax. (Md.)
6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 11.00
POSTAGE .50
REC-150 CO-10 R04 716-47
00/30/00
RECORD FEE 11.00
REC-150 CO-10 R04 716-47
00/30/00

DEBTOR:

SECURED PARTY:

ABC Appliance Sales & Service, Inc (Type Name)

THE PARADIES DISTRIBUTING CO

By: [Signature] (SEAL)

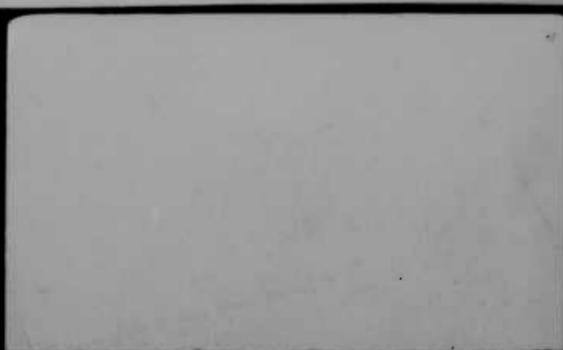
By: [Signature] (SEAL)

By: Frank T. Lowman, III (Owner) (SEAL)

By: John J. Mulkey Vice President/Treasurer 19 88 (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

11.00



271319

NO STATE OR DOCUMENTARY STAMPS APPLICABLE

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here

This financing statement Dated August 14, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Catherine J. Edwards

Address 508 Tulip Road, PO Box 4, Riva, Maryland 21140

2. SECURED PARTY

Name First New England Financial Corporation

Address 326 First St., PO Box 3376, Annapolis, Maryland 21403-9964

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

BOAT: 1982 Seafarer Century 26Ft., Hull#SFR1X618M821, CG#649545, with 1982 Yanmar 7.5Hp diesel engine

MOORING: 508 Tulip Road, PO Box 4, Riva, Md. 21140

FILE WITH: Clerk of Circuit Court for Anne Arundel County Court House, Church Circle Annapolis, Md. 21401

RECORD FEE 11.00
POSTAGE .50
200300 0040 004 718132
00/03/85

FEE: \$11.50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Catherine J. Edwards
(Signature of Debtor)

Catherine J. Edwards
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ASSIGNEE:

Midlantic National Bank
2 Broad St.
Bloomfield, N.J. 07002

Richard E. Gayle
(Signature of Secured Party)

Richard E. Gayle, Vice President

Type or Print Above Signature on Above Line

11.00
.50

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lucky Luciano's Pizzeria, Inc.
Address 2205 Defense Highway, Crofton, MD 21114

2. SECURED PARTY

Name Nelco Corporation
Address P.O. Box 537
Laurel, MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- C50HWP Ice-O-Matic Ice Machine Serial Number G81700574W
- B40P Ice-O-Matic Ice Bin Serial Number G80005565W

RECORD FEE 11.00
POSTAGE .50
#200310 0040 R04 T16+53
00/10/88

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Lucky Luciano's Pizzeria, Inc.

(Corporate or Trade Name)

Bonnie L. Smith
(Signature of Debtor) *BRES*

Bonnie L. Smith

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NELCO CORPORATION

Howard E. Nelson
(Signature of Secured Party) *pres.*

Howard E. Nelson

Type or Print Above Signature on Above Line

11.00
.50

531 351

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. F-21-7 U.C. 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. I.O. 223290 recorded in
Liber 398 Folio 568 on February 27, 1979 (Date).

1. DEBTOR(S):
 Name(s) Michale I David
 Address(es) 8509 Green Lane, Baltimore MD 21207

2. SECURED PARTY:
 Name First New England Financial Corp.
 Address 326 First St. Suite 26, Annapolis, MD 21403

First Pennsylvania Bank NA 1500 Chestnut Phila., Pa. 19101
 Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

RECORD FEE 10.00
 POSTAGE .30
 #200350 0040 R-7 TIT:07
 00/30/89

9. SIGNATURES:

SECURED PARTY

First New England Financial Corp/

By James W Jackson

James W Jackson ADMO
 (Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

10.00
50

████████████████████ 8861

531 PAGE 352

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated _____

1. Debtor(s) Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 11.00
POSTAGE .30
REC'D 43 COM REC 117417
08/30/88

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: [see below]</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Lot numbered 39, as shown on a Plat entitled "Plat One, CHRISLAND at ANNAPOLIS COVE", as per plat of the same recorded among the Land Records of Anne ARundel County, Maryland, in Plat Book 109, at page 23.

Dated: 7-25-88 DOMINION BANK OF NORTHERN VIRGINIA
Name of Secured Party
A. L. Gunther
Signature of Secured Party
A. L. Gunther
Senior Vice President
Type or Print (Include Title if Company)

1100

Lucas Bros. Form T-1
PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case # 88-351-S

531 PAGE 353

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____ Page No. _____
Identification No. Liber 523, folio 593 Dated _____

1. Debtor(s) { Chrisland Corporation
Name or Names—Print or Type
10645 Railroad Square, Suite 300, Fairfax, VA 22030
Address—Street No., City - County State Zip Code

2. Secured Party { Dominion Bank of Northern Virginia
Name or Names—Print or Type
Nat'l. Assn., 8150 Leesburg Pike, Vienna, VA 22180
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 11.00
POSTAGE .50
RECORDS DEPT 704 117120
06/30/88

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: [see below]</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Lots numbered Thirty-four (34), Forty-four (44), Forty-five (45), and Eighty-four (84), as shown on a Plat entitled "Plat One, CHRISLAND at ANNAPOLIS COVE", as per plat of the same recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 109, at page 23.

Dated: July 13, 1988 DOMINION BANK OF NORTHERN VIRGINIA
Name of Secured Party NATIONAL ASSOC.
A. L. Gunther
Signature of Secured Party
A. L. Gunther, Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

PLEASE RETURN TO:
First American Title Ins. Co.
14744 Main Street
Upper Marlboro, MD 20772

Case #88-271, 88-272, 88-274, 88-352

27-1351

800 531 PAGE 354

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

W. F. Hausmann, Inc.
1730 Bayside Beach Road
Pasadena, ANNE ARUNDEL, MD 21122

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Maryland Machinery, Inc.
512A Crain Highway
Glen Burnie MD 21061

Name & address of Assignee

Associates Commercial Corporation
8002 Discovery Drive, #420
Richmond, VA 23288

Date of maturity if less than five years

Check if proceeds of collateral are covered (x)

Description of collateral covered by original financing statement

One JCB Model 1400B Loader Backhoe SN/334562 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF
EXEMPT RECORDATION TAX - CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

RECORD FEE 11.00
POSTAGE .50
RECORDS COM FOR 117:24
08/23/88

Describe Real Estate if applicable:

W. F. Hausmann, Inc.

Maryland Machinery, Inc.

Signature of Debtor if applicable (Date)

Dennis Hausmann
Dennis Hausmann, Pres.

8/23/88

Signature of Secured Party if applicable (Date)

W. F. Hausmann
8/23/88

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8/20/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Timothy C. Hansen
Address P.O. Box 13, Beallsville, MD 20839

2. SECURED PARTY

Name John Deere Company
Address 701 Georgesville Road
Columbus, Ohio 43228-2499

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- John Deere MFWD Tractor S/N CH0950S029575
- John Deere 75 Loader S/N W00075X020033
- John Deere #8 Backhoe S/N TY0008A003170
- John Deere 45 Rear Blade S/N W00045X017440
- John Deere Rotary Cutter S/N W00603X002323
- John Deere 550 Tiller S/N TY0550E009427
- Used John Deere 272 Rear Mower S/N H272K450457M

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Timothy C. Hansen
(Signature of Debtor)

Timothy C. Hansen
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
200500 0040 004 117424
08/30/88

11.00
.50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es) Comdisco, Inc. 6400 Shafer Court Rosemont, IL. 60018 18-SL11287-01 through 18-SL11287-16	2 Secured Party(ies) and address(es) Metlife Capital Credit Corporation 10 Stamford Forum Stamford, CT 06904	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 17.00 NEWSPR. CHRG. NO. 118/04 08/30/08
4 This financing statement covers the following type(s) for item(s) of property: See attached Exhibit. "That certain Master Equipment Lease Agreement between Comdisco, Inc. & Best Products Co., Inc. dated 12/24/87 and schedules thereto more fully described on Exhibit A attached and made a part hereof." Total amount of indebtedness is \$170,333.60. Recordation tax due and payable to the State of Md.		5 Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with Anne Arundel County MD CK# 5988

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

COMDISCO, INC. METLIFE CAPITAL CREDIT CORPORATION

By Cheryl Bowen Signature(s) of Debtor(s) Title Admin By James R. Jones Signature(s) of Secured Party(ies) Title Asst. Manager

STANDARD FORM - FORM UCC-1.

EXHIBIT TO UCC FINANCING STATEMENT

All of Debtor's rights, title and interests in and to (a) the equipment listed on Exhibit A attached hereto including all additions, attachments, accessions, replacements thereof and substitutions therefor and (b) all leases and rental agreements now in existence or hereafter created covering or concerning the equipment, including the Lease dated December 24, 1987, and Summary Equipment Schedule No. 18-SL11287-01 through 18-SL11287-16, between Debtor and Best Products Co., Inc., all rentals thereunder and other moneys due and to become due thereunder, (c) all cash and noncash proceeds relating to the foregoing, (d) all insurance proceeds payable with respect to the equipment and (e) all other rights Debtor may have with respect to any of the foregoing.

COMDISCO, INC.

EQUIPMENT DETAIL SCHEDULE
BEST PRODUCTS CO INC
CONTRACT # 18SL1128710

EQUIPMENT SCHEDULE NUMBER: C001 DATED AS OF: 06/08/88
MASTER LEASE AGREEMENT DATED AS OF: 12/24/87

800-531-358

EQUIPMENT DESCRIPTION	SERIAL NUMBER	EQUIPMENT LOCATION			
BM 3174 R01 CONTROL UNIT	E8707 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 4224 201 PRINTER	N0212 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 4201 002 PROPRINTER	3250115 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 4201 002 PROPRINTER	3250131 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 4201 002 PROPRINTER	3250154 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 4201 002 PROPRINTER	3250227 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 4201 002 PROPRINTER	3250387 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 3191 B10 DISPLAY TERMINAL	AGU77 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 3191 B10 DISPLAY TERMINAL	AGU72 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 3191 B10 DISPLAY TERMINAL	AGU76 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 3191 B10 DISPLAY TERMINAL	AGU75 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 3191 B10 DISPLAY TERMINAL	AGU76 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 3191 B10 DISPLAY TERMINAL	AKB45 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 3191 B10 DISPLAY TERMINAL	AKB83 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		
BM 3191 B10 DISPLAY TERMINAL	AKB54 ✓	8115 N RITCHIE HWY	PASADENA	MD	
			ANNE ARUNDEL		

COMDISCO, INC.

EQUIPMENT DETAIL SCHEDULE
BEST PRODUCTS CO INC
CONTRACT # 18SL1128710

EQUIPMENT SCHEDULE NUMBER: C001 DATED AS OF: 06/03/88

531 PAGE 350

MASTER LEASE AGREEMENT DATED AS OF: 12/24/87

EQUIPMENT DESCRIPTION	SERIAL NUMBER	EQUIPMENT LOCATION		
IBM 3191 810 DISPLAY TERMINAL	AKB63 ✓	8115 N RITCHIE HWY	PASADENA ANNE ARUNDEL	MD
IBM 3191 810 DISPLAY TERMINAL	AG206 ✓	8115 N RITCHIE HWY	PASADENA ANNE ARUNDEL	MD
IBM 3191 810 DISPLAY TERMINAL	AG236 ✓	8115 N RITCHIE HWY	PASADENA ANNE ARUNDEL	MD
IBM 3191 810 DISPLAY TERMINAL	AG216 ✓	8115 N RITCHIE HWY	PASADENA ANNE ARUNDEL	MD
IBM 3191 810 DISPLAY TERMINAL	AG055 ✓	8115 N RITCHIE HWY	PASADENA ANNE ARUNDEL	MD
IBM 3191 810 DISPLAY TERMINAL	AG056 ✓	8115 N RITCHIE HWY	PASADENA ANNE ARUNDEL	MD
IBM 3191 810 DISPLAY TERMINAL	AGY96 ✓	8115 N RITCHIE HWY	PASADENA ANNE ARUNDEL	MD
IBM 3191 810 DISPLAY TERMINAL	AGY95 ✓	8115 N RITCHIE HWY	PASADENA ANNE ARUNDEL	MD
IBM 3191 810 DISPLAY TERMINAL	AGY85 ✓	8115 N RITCHIE HWY	PASADENA ANNE ARUNDEL	MD
IBM 3191 810 DISPLAY TERMINAL	AG205 ✓	8115 N RITCHIE HWY	PASADENA ANNE ARUNDEL	MD

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PEDCO, Inc.
Address 8439 Elvaton Road, Millersville, Maryland 21108

2. SECURED PARTY

Name First Maryland Leasecorp
Address 110 S. Paca Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) new 1988 International Model 1853 school bus S/N #1HVLPCFN9JH601983 with 66 passenger Thomas school bus body with diesel engine and automatic transmission, including, without limitation, all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from or in connection with the foregoing equipment.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#00600 0040 004 118-15
08/30/88

11.00
50

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PEDCO, Inc.

Perry A. Dillon
(Signature of Debtor)

Perry A. Dillon, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W.R. Brown
(Signature of Secured Party)

W.R. Brown, Asst. V.P.
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

A.A. County

0m09 11-50

Identifying File No. 274355

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Charter, Inc

Address 424 Broadneck Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

Two (2) new 1988 International Model 3000S school buses S/N's 1HVLPHYN7EH469682 and 1HVLPHYN5HH469681 with 66 passenger Thomas school bus bodies and two (2) Motorola two-way radios. One (1) new 1988 Jeep Cherokee Limited S/N 1JCM1789XJT243513.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#000410 0040 704 110:15
08/30/88

11.00
.50

Chesapeake Charter, Inc
[Signature]
(Signature of Debtor)

John J. Lonergan, Jr. President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

[Signature]
(Signature of Secured Party)

W.R. Brown, Asst. Vice Pres.
Type or Print Above Signature on Above Line

BOOK 531 PAGE 362

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Overseas Telecommunications, Inc.
C/O Westinghouse Electric Corporation
Material Acquisition Center
314 S. Hammonds Ferry Rd.
Glen Burnie, MD

2. Secured Party(ies) and address(es)
Westinghouse Credit Corporation
309 Fellowship Road, Suite 309
Mt. Laurel, NJ 08054

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)
RECORD FEE 10.00
POSTAGE .50
MONTGOMERY COUNTY MD 210121
08/30/88

4. This statement refers to original Financing Statement bearing File No. 264977
Filed with Anne Arundel Cty Date Filed December 3 1986

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Debtor's Name changed to: OTI Corporation

No. of additional sheets presented:

Overseas Telecommunications, Inc.
By: *[Signature]*
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

WESTINGHOUSE CREDIT CORPORATION
By: *[Signature]*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC3

531-363

not used

Sh. be Land

8-30-88

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Overseas Telecommunications, Inc.
C/O Westinghouse Electric Corporation
Address Material Acquisition Center
314 S. Hammonds Ferry Rd.
Glen Burnie, MD

2. SECURED PARTY

Name Westinghouse Credit Corporation
Address 309 Fellowship Road, Suite 309, Mt. Laurel, NJ 08054

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Intelsat E-3 Earth Station described further in the attached schedule of 3 pages. Complete with all present and future attachments, accessories, replacements, equipment, additions, and all proceeds thereof.

RECORD FEE 17.00
POSTAGE \$
#100630 0040 604 718:21
08/30/88

No Recordation Tax is Due.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Overseas Telecommunications, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

WESTINGHOUSE CREDIT CORPORATION

Type or Print Above Signature on Above Line

17.50

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel _____

NAME	ADDRESS		
1. Debtor(s)	Street	City	State
Robert E. Gertz	1211 St. Stephens Road	Crownsville, Md.	21032

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

11.00
POSTAGE .50
RECORDED 1040 004 110744
08/30/88

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By: Thomas A. Holland III

Type Name: Thomas A. Holland III

Title: V.P. & Area Manager

Debtor(s) or Assignor(s)

Robert E. Gertz

Robert E. Gertz

Type or Print Name and Title of Each Signature

1100
50

800 531 PAGE 366

Schedule A

1978 John Deere Tractor Model 4030 with Front Bucket Loader
serial # 351696T

CROSS INDEXED IN LAND RECORDS

BOOK 531 PAGE 367

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 485

Page No. 556

Identification No. 256892

Dated May 31, 1985

1. Debtor(s) { Donald and Maria Stroup
 Name or Names—Print or Type
1300 North Road, Pasadena, MD 21122(A.A.Co.)
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#353080 0345 R01 T11708

NO 09/31/88

Dated: July 11, 1988

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

10
7

2417

THIS FINANCING STATEMENT PUBLICIZES AN INDEMNITY DEED OF TRUST FOR WHICH NO RECORDATION TAX IS DUE UNDER MD TAX-PROP CODE § 105(F)

FINANCING STATEMENT

Check below if goods are or are to become fixtures

For Filing Officer Use
File No. _____
Date & Hour _____

[X] TO BE RECORDED IN
CHATTEL RECORDS, ANNE ARUNDEL COUNTY, MARYLAND

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or Assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
BALTIMORE MOTEL JOINT VENTURE a Maryland joint venture		1217 Twenty-Second Street, N.W.	Washington, D.C.	20037

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
CITICORP REAL ESTATE, INC.		1650 Market Street, Suite 4475 Philadelphia, PA 19103-1680 Attn: Jeffrey L. Arpin		

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.
(If affixed to realty--state value of each article)

RECORD FEE 50.00
POSTAGE .50

CHECK [X] THE LINES WHICH APPLY

415360 0345 R01 T10456

2. [] If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

08/31/88

3. [X] If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty--state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
SEE EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN.

4. [X] Proceeds of collateral are also covered:
[X] Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING. The underlying secured transaction being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Title 12, Tax Property Article, Annotated Code of Maryland, as amended.

DEBTOR:
Baltimore Motel Joint Venture
a Maryland joint venture

By: [Signature]
Ulysses G. Auger, Managing
Venturer

SECURED PARTY:
CITICORP REAL ESTATE, INC.

By: [Signature]
Herbert A. Kolben
Vice President

DATED: August 26, 1988

DATED: August 26, 1988

RETURN TO:
Barry P. Rosenthal, Esq.
Brownstein Zeidman and Schomer
1401 New York Avenue, N.W., Suite 900
Washington, D.C. 20005-2102

9477C

5012



EXHIBIT A

COLLATERAL DESCRIPTION

This Financing Statement covers the following types of Property:

A. All of Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Land or the Improvements, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantels, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be erected in or upon the Land; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Land in any manner, the foregoing to include (but not limited to) that property identified on Exhibit A-1 hereto; and

B. All of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like and all contract rights relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described, and

C. All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, and awards or payments as a result of the exercise of eminent domain or alteration of the grade of any street; and

D. All rents, income, receipts, revenue, royalties, issues, profits, payments and other income and general intangibles payable to Debtor pursuant to any lease of the hereinafter described premises and the collateral arising from the operation of the premises hereinafter described.

The aforesaid items are included as security in a certain Indemnity Deed of Trust and Security Agreement and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by Debtor to Secured Party in the amount of \$35,300,000.00. All capitalized terms used herein shall have the same meaning as in such Deed of Trust and Security Agreement, unless otherwise defined herein.

The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to or are used in connection with, or will affect, be affixed or be appurtenant to or are used in connection with, property of which the Debtor is the owner of a fee simple estate, as more fully described in EXHIBIT B attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement hereinabove referenced, together with the Improvements thereon erected.

P.O. #	Area	Company name
25185		CONSEARCH
29201	KITCHEN	AMERI-KOOLER
29202	KITCHEN	AQUA MATIC EAST, INC.
29203	KITCHEN	AMERICAN FOOD SPECIALTY SYSTEMS, INC.
29204	KITCHEN	BLODGETT OVENS CO.
29205	KITCHEN	BUNN-O-MATIC
29206	KITCHEN	CARTER HOFFMAN
29207	KITCHEN	CECILWARE CORP.
29208	KITCHEN	CLEVELAND RANGE COMPANY
29209	KITCHEN	ENJAC INDUSTRIES, INC.
29210	KITCHEN	INSINGER MACHINE COMPANY
29211	KITCHEN	INTERMETRO INDUSTRIES, CORP.
29213	KITCHEN	LITTON
29214	KITCHEN	SAVORY EQUIPMENT
29215	KITCHEN	SHELLEY MFG. CO.
29216	KITCHEN	PRECISION INDUSTRIES, INC.
29217	KITCHEN	ROBOT COUPE, INC.
29218	KITCHEN	SOUTHBEND RANGE
29219	KITCHEN	SAGE SYSTEMS, INC.
29220	KITCHEN	NATIONAL CONVEYOR CORP.
29221	KITCHEN	MANITOMOC EQUIPMENT
29222	KITCHEN	METAL MASTERS
29223	KITCHEN	DI-SIDK-ERATOR
29224	KITCHEN	DUNHILL/ESQUIRE
29225	KITCHEN	TRAUlsen
29227	KITCHEN	EASTERN STEEL RACK CO.
29228	KITCHEN	SERV-O-LIFT
29229	KITCHEN	KELVINATOR COMMERCIAL
29231	KITCHEN	BERKEL INC.

CLERK'S NOTATION
 Document submitted for record
 in a condition not permitting
 satisfactory photographic repro-
 duction.

1/20
 (B)

P.O. #	Area	Company name
29232	KITCHEN	FISHER MFG. CO.
29233	KITCHEN	HATCO CORP.
29234	KITCHEN	METWOOD MFG. CO., INC.
29235	KITCHEN	KD/CONTEXT
29236	KITCHEN	HOBART CORP.
29237	KITCHEN	T & S BRASS & BRONZE WORKS, INC.
29238	KITCHEN	DUNHILL/ESQUIRE
29239	KITCHEN	SILVA-COLD ZONE
29240	BAR EQT	PERLICK COMPANY
29241	BAR EQT	PERFECTION EQUIPMENT
29242	BAR EQT	HAMILTON BEACH
29244	BAR EQT	DOLL FLYNN
29245	BAR EQT	METAL MASTERS
29315	C/LIGHTING FIXTURES	CONSOLIDATED ELECTRIC SUPPLY CO #1
29411	RESTAURANT	DESIGN TEX FABRICS
29567	MEETING ROOMS	B.F. GOODRICH

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29662	GUEST ROOMS	WALCO
29663	GUEST ROOMS	WALFAB
30009	PUBLIC AREAS	B.F. GOODRICH
30010	PUBLIC AREAS	CUSTOM LOOMS RUB KILLS, INC.
30011	LOBBY	DREXEL HERITAGE
30012	LOBBY	IPF INTERNATIONAL
30013	LOBBY	WALFAB, INC.
30014	LOBBY	WALFAB, INC.
30015	PUBLIC AREAS	CENTRUY FURNITURE AND CHAIR CO.
30016	LOBBY	DESIGN TEX

4/20



P.O. # Area Company name

30017 PREFUNCTION WALFAB, INC.
30018 PUBLIC AREAS SHELBY WILLIAMS
30020 LOBBY BAR DANIEL C. DUROSS LTD.
30021 RESTAURANT BORIS KROLL FABRICS
30022 CONCIERGE DESIGN TEX
30023 LOBBY STENDIG
30024 PUBLIC AREAS CASA BIQUE LTD.
30025 LOBBY AVATAR

30029 PUBLIC AREAS BAUER LAMP CO. INC.
30030 PUBLIC AREAS EHR / BELSON & ASSOCIATES

30033 ADMIN OFFC PEACHTREE LTD.
30034 PUBLIC AREAS JOHNSON INDUSTRIES
30035 PUBLIC AREAS EGAN VISUAL
30037 COMBIN. B.P.I. CARPETS
30038 PUBLIC AREAS J.M. LYNNE
30042 PREFUNCTION SIRNOS, INC.
30043 LOBBY BAR BOYD LIGHTING CO.
30044 PUBLIC AREAS WALFAB
30045 PUBLIC AREAS NEIDERHAUER
30047 BOARDROOM DESIGN TEX
30048 BOARDROOM ST. TIMOTHY CHAIR CO.
30049 PUBLIC AREAS METROPOLITAN
30050 LOWER LEVEL TROPITONE

30053 CONCIERGE RICHMOND CARPET KILLS

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P.O. #	Area	Company name
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30053	CONCIERGE	ARC COM FABRICS
30056	CONCIERGE	BERNHARDT
30057	CONCIERGE	DESIGN TEX FABRICS
30058	CONCIERGE	SWAIM
30059	CONCIERGE	BERLETTI
30060	CONCIERGE	HAEGER LAMPS
30061	COMBIN.	MILLIKEN & CO.
30062	PUBLIC AREAS	D.F.S. CORP.
30063	CONCIERGE	STROHEIM & ROMANN
30064	PUBLIC AREAS	GARDISETTE
30065	BOARDROOM	METROPOLITAN
30133	GUEST ROOMS	BASSETT CONTRACT FURNITURE
30209	BAR	UNIJAX
30290	PUBLIC AREAS	COLOROLL
30291	PUBLIC AREAS	WALFAB
30340		LAZARUS
30352	GUEST ROOMS	ROBERT ALLEN FABRICS
30446		THOMAS SOMERVILLE
30523	GUEST RMS.	SHAW INDUSTRIES, INC.
30524	SUITES	WOLF GORDON
30528	GUEST RMS.	JACKSON OF DANVILLE
30529	GUEST RMS.	SHELBY WILLIAMS
30530	GUEST RMS.	RAINBOW LAMPS
30531	GUEST RMS.	VANGUARD
30532	GUEST RMS.	DELTA PICTURE FRAMES

4/20



P.O. #	Area	Company name
30533		SHELBY WILLIAMS
30534	GUEST RMS.	WALFAB
30535	GUEST RMS.	BASSETT CONTRACT INDUSTRIES
30536		SHELBY WILLIAMS
30537	GUEST RMS.	E.R. CARPENTER CO., INC.
30539	GUEST RMS.	LEBGETT & PLATT INC.
30540		M. KONIART, INC.
30541	GUEST RMS.	WALFAB INC.
30542	SUITES	COLUMBUS MILLS, INC.
30543	SUITES	E.R. CARPENTER, INC.
30544	SUITES	COLOROLL
30601	12/8/87	DECORATIVE DIMENSIONS, INC.
30633	SUITES	DAVID & DASH
30638	SUITES	LANE CO.
30639	SUITES	PEACHTREE LTD.
30640	SUITES	BASSETT CONTRACT INDUSTRIES
30641	PRESIDENTIAL SUITE	BERLETTI INTERNATIONAL
30642	SUITES	JACKSON OF DANVILLE
30643	SUITES	LANE COMPANY
30644	SUITES	SHELBY WILLIAMS
30645	LOBBY	SHELBY WILLIAMS
30646	KING SUITE	LEBGETT & PLATT, INC.
30647	SUITES	LABARGE MIRROR INC.
30648	SUITES	TOP LINES
30649	SUITES	RAINBOW LAMPS
30650	SUITES	SHELBY WILLIAMS
30651	PRESIDENTIAL SUITE	CASA BIQUE LTD.

420



P.O. # Area Company name

800 531 PAGE 375

30652	COMBIN.	GEORGE KOVACS LIGHTING
30653	SUITES	ROSENBAUM FINE ART
30654	SUITES	VANGUARD STUDIOS
30655	SUITES	MANDARIN IMPORTS
30656	SUITES	FINE ALUM CORP.
30657	PRESIDENTIAL SUITE	ROBERT ALLEN FABRICS
30658	SUITES	THAYER COGGIN
30659	PRESIDENTIAL SUITE	BERLETTI INTERNATIONAL
30660	PRESIDENTIAL SUITE	ANTON MAIX
30661	PRESIDENTIAL SUITE	BELSON ASSOCIATES
30662	SUITES	FLORAL ART
30663	SUITES	SUNSET RICHARD
30664	PRESIDENTIAL SUITE	MORRIS GREENSPAN
30670	LOBBY	CASA BIQUE
30679	COMBIN.	HENREDON
30686	COMBIN.	STEINER & LIFF
30688		KIESLING HESB
30726	GUEST RMS.	SEALY OF MARYLAND
30736	SYSTEMS	TELEX COMPUTER PRODUCTS, INC.
30737	KITCHENS	DUNHILL/ESQUIRE
30738	KITCHEN	PRECISION INDUSTRIES INC.
30797	ROOMS	THE ZANDISKI CO.
30798	SUITES	BASSETT CONTRACT INDUSTRIES
30823	DINING ROOM	TROPICAL

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4/20



P.O. # Area Company name

30824 DINING ROOM JOHNSON INDUSTRIES, INC.

800-531 PAGE 376

30830 M. KONIART, INC.

30831 M. KONIART, INC.

30841 LOUNGE MAHARAM FABRIC CORP.

30847 LOUNGE MILLIKEN & CO.

30848 LOUNGE STEINER & LIFF

30850 LOUNGE LAZARUS

30851 LOUNGE FALCON

30852 LOUNGE PEACHTREE, LTD.

30860 THE SPECIALTY SHOPPE

30864 LOUNGE SHELBY WILLIAMS

30878 CONCIERGE ARC DISTRIBUTORS

30881 OP/ROOMS THE SPECIALTY SHOPPE

30886 ROOMS VANGUARD STUDIOS

30900 DINING ROOM ARC COM

30920 KITCHEN HUSSMANN/SOUTHBEND

30978 THE ZAMOISKI COMPANY

30989 LOUNGE MILLIKEN & CO.

4/20 

P.O. # Area Company name

BOOK 531 PAGE 377

30995 ADMIN OFFICE EXECUTIVE FURNITURE

30998 LOUNGE PINECREST

31014 CONSOLIDATED ELECTRIC SUPPLY

31018 BALLROOM DELTA PICTURE FRAME CO.

31023 ELEVATORS BELL SHEET METAL, INC.

31039 MISCELLANEOUS METALS

31077 LOUNGE TPG

31085 ASI SIGN SYSTEMS

31086 ASI SIGN SYSTEMS

31088 DIA

31089 PREFUNCTION NORTHINGTON GROUP, INC.

31094 ELEVATORS ASI SIGN SYSTEMS

31095 CORRIDORS DELTA PICTURE FRAME CO.

31100 ROOMS JOHN R. VLAHON

31130 LOUNGE TEATRONICS

31156 MILLIKEN

31157 LOBBY STEINER & LIFF

9/1
4/20
③

<u>P. O. #</u>	<u>Area</u>	<u>Company Name</u>
31165		NCR Corp.
31171		Arundel
31201	Sound System	Roger Goodman & Associates, Inc.
31202	Sound System	Roger Goodman & Associates, Inc.
31293	N/A	Chesapeake Comm.
31298	Dining Room	Glasscrafters
31299	Lobby	General Mica
31310	Admin. Offices	Shelby Williams
31311	Admin. Offices	Metalstand Company
31312	Admin. Offices	Cano Corp.
31346	Suites	Challenger Lighting
31348	Concierge	Century Furniture
31349	Admin. Offices	Metalstand Company
Total Count 247		\$

EXHIBIT B

LEGAL DESCRIPTION OF THE LAND

All that certain land situate and lying in Anne Arundel County, Maryland, more particularly described as follows:

BEGINNING on the southeast side of Nursery Road, as widened, at a point on the South 64 degrees 30 minutes 20 seconds East 458.33 foot line of the land as shown on the plat titled "Airport Assoc. Nursery Road Bldg. Site" as recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3697, page 659, running thence binding on a part of said line and binding on the outlines of Lot 1 as shown on said plat, four courses: (1) South 64 degrees 30 minutes 20 seconds East 418.33 feet, (2) South 64 degrees 52 minutes 10 seconds East 300.02 feet, (3) South 25 degrees 00 minutes 00 seconds West 527.71 feet, and (4) North 64 degrees 52 minutes 00 seconds West 717.60 feet to the southeast side of said Nursery Road, thence binding thereon, (5) North 25 degrees 03 minutes 13 seconds East 530.32 feet to the place of beginning.

Excepting therefrom that portion conveyed to Anne Arundel County, Maryland by deed recorded in Book 4115 page 218, and described as follows:

BEGINNING for the same at an iron pipe found on the eastern right of way of Nursery Road (60' wide) and at the end of the North 64 degrees, 52 minutes, 00 seconds West 741.35 foot line as shown on a minor subdivision plat #M.S. 79-176 entitled Airport Associates, Nursery Road Building Site, and found among the Land Records of Anne Arundel County, Maryland in Liber 3697, Folio 659. Said point being 48.22 feet right of centerline new West Nursery Road Station 14+83.70 as shown on Anne Arundel County right of way plat #28,418; thence leaving said point and binding on the said existing right of way line

- 1) North 25 degrees, 03 minutes, 13 seconds East 530.08 feet; thence leaving said right of way line and binding on the southern most line of McDonald subdivision.
- 2) South 64 degrees, 30 minutes, 01 seconds East 1.28 feet; thence leaving on said line and binding on the new right of way line of Nursery Road.
- 3) South 25 degrees, 00 minutes, 00 seconds West 463.61 feet; thence
- 4) south 16 degrees, 38 minutes, 01 seconds West 67.00 feet; thence
- 5) North 64 degrees, 52 minutes, 00 seconds West 11.53 feet to the point of beginning.

WT-1

FINANCING STATEMENT

Maturity Date _____

For Filing Officer Use

File No. _____

Date & Hour
of Filing _____

DEBTOR (Last name first) SMITH, Ray D

Address 116 Ottis Dr., Severn, Anne Arundel Co., Maryland 21144
Street, City, County, State

SECURED PARTY

Westminster Bank and Trust Company
71 E. Main Street, Westminster, Carroll County, Md.

1. This Financing Statement covers the following types or items of property:

1988 Fontaine 48ft Double Drop Flatbed tir Serial No. 13N34820XJ1543344

RECORD FEE 11.00
RECORD TAX 77.00
RECORDED 0040 104 112-11
08/31/88

2. This transaction ~~(is)~~ (is not) exempt from the recording Consideration

\$ 11,000.00

Dated: This 1st day of August, 1988

Secured Party:
Westminster Bank and Trust Company

Debtor Ray D. Smith
Signature

By G. Raymond Parkert - Vice Pres
Title

Ray D. Smith
Signature

Filing Officer - Mail this Statement
after recording to -

Westminster Bank and Trust Company
71 E. Main Street
Westminster, Maryland

11.00
77.00

88.00

STATEMENT OF CONTINUATION
TERMINATION
ASSIGNMENT
PARTIAL RELEASE

Name of Debtor (or Assignor): SMITH, Ray D

Address: 118 Otis Dr., Severn, Md. 21144

Name of Secured Party (or Assignee): WESTMINSTER BANK & TRUST COMPANY
Address: 69 - 71 EAST MAIN STREET, WESTMINSTER, MARYLAND

This Statement refers to original Financing Statement filed in Anne Arundel County, Maryland,
Book 498 Page 76
No. _____, Liber _____ Folio _____, Dated May 14, 19 86, and also among the
Land Records of Carroll County in Liber _____ Folio _____.

RECORD FEE 10.00
#200793 0340 R04 7/24/88
08/31/88

Continuation:

The original financing statement between the foregoing Debtor and Secured Party is still effective.

Termination:

The Secured Party (or Assignee) no longer claims a security interest under the Financing Statement of the above Debtor bearing the filing number shown above.

Assignment:

The Secured Party certifies that the Secured Party has assigned to the Assignee below Secured Party's rights under the Financing Statement bearing the file number shown above in the following property:

Partial Release:

From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party (or Assignee) releases the following:

Assignee: _____

Address: _____

Property: 1980 Fontaine 42ft trailer Serial No. 34406

Dated: August 11, 1988

Secured Party (or Assignee):
Westminster Bank & Trust Company
G Raymond Bankert
By G Raymond Bankert Vice Pres
Title

WESTMINSTER BANK & TRUST COMPANY
WESTMINSTER, MD.

10.00
10.00

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ \$50,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) B & A Joint Venture Address(es) 7419 Baltimore Annapolis Blvd.
Glen Burnie, Maryland 21061

RECORD FEE 11.00
POSTAGE .50
RECORDED 1040 104 112:57
09/31/88

6 Secured Party MARYLAND NATIONAL BANK Attention Dennis R. Glasgow Annapolis REM Unit
Address Real Estate and Mortgage Division
10 ~~Eight~~ Street P.O. Box 871
Fifth Floor Annapolis, Md. 21404
Baltimore, Maryland 21202

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 5, 19 88, from Debtor(s) to Stephen F. Beckenholdt and Lawrence J. Grady, Jr., Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)
B & A JOINT VENTURE
BY: [Signature] (SEAL)
Atwood B. Tate, General Partner
BY: [Signature] (SEAL)
Martin B. Lessans, General Partner
BY: [Signature] (Seal)
Michael S. Pappafotis, General Partner
BY: [Signature] (Seal)
James C. Praley, General Partner
BY: [Signature] (Seal)
Richard E. Joy, General Partner

Secured Party:
MARYLAND NATIONAL BANK
By: [Signature] (SEAL)
Dennis R. Glasgow
Assistant Vice President
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the Officer and the address set forth in paragraph 6 above.

PROPERTY DESCRIPTION

531 121 383 Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel (----- Election District), State of Maryland -----, and more particularly described as follows:

BEING known and designated as Lots No. 3 & 4, Block 14, as shown on the Amended Plat of Glen Burnie, Plat No. 1, and recorded among the Land Records of Anne Arundel County in Plat Book No. 6, folio 13.

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

J & S Auto Sales, Inc.

350 Mountain Road
Pasadena, MD 21122

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
All accounts receivable, inventory, leasehold improvements now owned or hereafter acquired by Borrower and all proceeds (cash & non-cash) of such accounts receivable, inventory, and leasehold improvements.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

RECORD FEE 11.00
POSTAGE .50

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

09/31/88

Debtor (or Assignor)

Secured Party (or Assignee)

J & S Auto Sales, Inc.

FARMERS NATIONAL
BANK OF MARYLAND

BY:

Richard Martin
RICHARD MARTIN

BY

Mary Jo Hardy

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

Pd to
AIACO
280.00

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$40,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated Aug 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name O. T. Neighoff & Sons, Inc.
Address 117 Holsum Way, Glen Burnie, MD 21061

2. SECURED PARTY

Name Farmers National Bank of Maryland
Address 5 Church Circle
Annapolis, MD 221401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 New JCB Loadall, Model 525B-4W.D., including all peripheral equipment.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00

RECORD TAX 280.00

POSTAGE .50

#353420 0345 R01 T13436

08/31/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

O. T. Neighoff & Sons, Inc.

Kenneth D. Neighoff Pres
(Signature of Debtor)

Kenneth D. Neighoff
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Donna J. Stevens
(Signature of Secured Party)

Donna J. Stevens
Type or Print Above Signature on Above Line

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name First) and address(es) Forbes Associates Dr. Jonathan Sutton, M.D. 201 Forbes Street Annapolis, MD 21401</p>	<p>2. Secured Party(ies) and address(es) Affiliated Capital Corp. 800 E. Northwest Hwy. Palatine, IL 60067</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) <i>RECORDED CO-0 ROW IN 3778</i></p>
<p>4. This financing statement covers the following types (or items) of property: S51048A51046A (1) Clay Adams QBC Hematology Analyzer S/N 4460, 4207, 4226 <u>NOT SUBJECT TO RECORDATION TAX</u></p>		<p>ID # 257971 8/14/85 FOLIO # 488 LIBER # 304 <i>OK</i> 5. Assignee(s) of Secured Party and Address(es) Deerfield Federal Savings & Loan, 745 Deerfield Rd., Deerfield, IL 60015</p>
<p>This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.</p>		
<p>Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented.</p>		
<p>Filed with: Clerk of Circuit Court, P. O. Box 71, Annapolis, MD 21404</p>		
<p>TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>		
<p>Date <u>August 29,</u> 19<u>88</u></p>	<p>By <u><i>[Signature]</i></u> (Signature of Secured Party or Assignee of record. Not Valid Until Signed)</p>	
<p>(3) Filing Officer Copy-Acknowledgement</p>	<p>Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.</p>	

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3. Not subject to Reproduction Tax.
- 4. Reproduction Tax has been paid on the principal amount of \$ 375,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) _____ Address(es) _____
Rt. 170 Business Park Partnership c/o G.W. Koch Associates, Inc.
900 Ritchie Highway
Severna Park, Md. 21146

RECORD FEE 24.00
 POSTAGE .50
 #270390 0237 R02 T15:41
 08/31/88

6. Secured Party _____ Address: Real Estate and Mortgage Division
 MARYLAND NATIONAL BANK ~~XXXXXXXXXX~~ 10 Church Circle
 Attention: Richard Springer ~~XXXXXXXXXX~~ Annapolis, Md. 21404
~~XXXXXXXXXXXXXXXXXXXX~~

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 25 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (if being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)
Rt. 170 Business Park Partnership

BY: Gary W. Koch, General Partner (SEAL)
 BY: James A. Elling, General Partner (SEAL)
 BY: James J. North, General Partner (SEAL)

Secured Party
 MARYLAND NATIONAL BANK

By: Richard C. Springer (SEAL)
Richard C. Springer, Vice President
 Type name and title

2400

SCHEDULE "A"

All those parcels of land in the Fourth Election District of Anne Arundel County, Maryland, more particularly described as follows, that is to say:

PARCEL ONE:

BEGINNING for the same at a pipe set in the third line of the land described in the Deed from Langston Harris and wife to J. Arthur Jerman and Claris E. Jerman, his wife, dated May 11, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1026, folio 470, said beginning pipe being located north 07 degrees 44 minutes 40 seconds west 323.64 feet from a concrete monument found at the beginning of said third line, said beginning pipe marking the end of the second line of the second parcel of land described in the Deed from Claris E. Jerman to Harry U. Riepe and Marion W. Riepe, his wife, et al, dated January 8, 1962 and recorded in Liber G.T.C. No. 1536, folio 579, thence from said beginning pipe running with the westernmost line of the 30 foot easement described in the last mentioned Deed, and also running with a part of the third line of the land described in the first above mentioned Deed, and also running with part of the north 09 degrees 15 minutes west 2607 foot line of Parcel No. 13, as shown on the Plat entitled "Division of William H. Clark Estate", recorded among the said Land Records in Plat Book No. 8, folio 50, north 07 degrees 44 minutes 40 seconds west 993.86 feet to a point; thence leaving said Parcel No. 13 and running with the fourth, fifth, sixth and first lines of the land described in the first above-mentioned Deed, the four following courses and distances, viz: (1) south 82 degrees 28 minutes 20 seconds east 592.58 feet to a point, (2) south 07 degrees 31 minutes 40 seconds west 542.55 feet to a point, (3) south 82 degrees 28 minutes 20 seconds east 417.42 feet to the beginning point of said Deed and (4) south 07 degrees 31 minutes 40 seconds west 319 feet to a point; thence running with part of the second line of the land described in the first above mentioned Deed, south 65 degrees 49 minutes 40 seconds west 185 feet to the beginning point of the 60 foot easement described in the last above mentioned Deed, said point being also the end of the first line of the second parcel of land described in the last above mentioned Deed; thence running with the second line of the said second parcel of land described in the last above mentioned Deed, north 82 degrees 28 minutes 20 seconds west 590.77 feet to the place of beginning. CONTAINING 13.975 acres of land, more or less, according to a survey and description prepared by Shives & Wimmer, Inc., dated May, 1967.

TOGETHER with the right of use in common of a 60 foot easement leading to Telegraph Road, and described as follows, that is to say:

BEGINNING for the same at the beginning of the last or north 82 degrees 28 minutes 20 seconds west 590.77 foot line of the hereinabove described parcel; the said point of beginning being also set at the beginning of the first or south 78 degrees 47 minutes 50 seconds east 798.82 foot line of a Deed of Easement between Harry U. Reipe and Marion W. Reipe, his wife, et al. and Claris E. Jerman, dated January 8, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1536, folio 579; and running thence with the said last mentioned line, as now surveyed and with the second line of a Deed from Harry U. Reipe, et al, to The Maryland Title Guarantee Company, dated May 26, 1966 and recorded among

the said Land Records in Liber L.N.P. No. 1976, folio 476, south 78 degrees 47 minutes 50 seconds east 798.82 feet to the westernmost side of Telegraph Road, as laid out 60 feet wide; thence running with the westernmost side of Telegraph Road, south 17 degrees 52 minutes 40 seconds west 60.41 feet; thence leaving said road and running north 78 degrees 47 minutes 50 seconds west 876.30 feet to the end of the south 56 degrees 30 minutes east 124.37 foot line of an easement secondly described in the aforesaid Deed; thence running with the said last mentioned line, the reverse thereof, north 56 degrees 30 minutes west 124.37 feet to intersect the aforesaid north 82 degrees 28 minutes 20 seconds west 590.77 foot line of the hereinabove described parcel; thence running with the said line, the reverse thereof, south 82 degrees 28 minutes 20 seconds east 200 feet to the place of beginning.

ALSO TOGETHER WITH the right to use in common the following described right of way:

BEGINNING for the same in the center of Camp Meade Road or Telegraph Road, at the end of the first line of the lot containing 5 acres of land conveyed about May, 1927 by F.A. Dicus to Aurvin Pfeiffer, thence bounding on the outlines of said land, north 82 degrees 00 minutes west 15 feet; thence north 82 degrees 00 minutes west 706 feet to a pipe at the northeast corner of the property conveyed by Hiram E. Smith, and Lula E. Smith, his wife, to Paul L. Brown and Frances L. Brown, his wife, by Deed dated February 25, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 905, folio 531, thence continuing north 82 degrees 00 minutes west 417.42 feet to the northwest corner of the aforesaid property conveyed to Paul L. Brown and wife; thence north 8 degrees 00 minutes east 15 feet to a point; thence south 82 degrees 00 minutes east 417.42 feet to a point; thence south 82 degrees 00 minutes east 721 feet to the center of Camp Meade Road or Telegraph Road; thence bounding on the center of said road south 8 degrees 00 minutes west 15 feet to the place of beginning.

ALSO TOGETHER WITH the right to use in common that right of way across the property of Paul L. Brown and Frances L. Brown, his wife, obtained from Hiram E. Smith and Lula E. Smith, his wife, by Deed dated February 25, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 905, folio 531.

SUBJECT to the reservations of easements in common with others as more particularly set forth in the deed from Harry M. Bull, et al. to Barton S. Mitchell, dated June 11, 1969, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2275, folio 382; and

BEING the same parcel of ground which was conveyed to the Grantor herein by Deed dated June 11, 1969 from Harry M. Bull, et al., and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH No. 2275, folio 382;

PARCEL TWO:

BEGINNING for the same at a concrete monument previously set at the beginning point of the land described in the Deed from Harry U. Reipe and Marion W. Reipe, his wife, et al., to The Maryland Title Guarantee Company, dated May 26, 1966, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1976, folio 476, the said monument being also the beginning point of the second parcel of land described in a Deed from the above named Grantors to Claris E. Jerman, dated January 8, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1536, folio 579; thence from said beginning monument, running across the whole parcel, of which the land herein described is a part, South 66 degrees 08 minutes 00 seconds West 523.24 feet to a point in the easterly right-of-way line of the Philadelphia, Washington and Baltimore Railroad, as shown on Right-of-Way and Track Map No. V-4/70; thence running with the said Right-of-Way line of the following four (4) courses and distances, viz: (1) North 13 degrees 28 minutes 00 seconds East 510.12 feet to a pipe set; (2) in a northerly direction by a curve bearing to the left with a radius of 1466.00 feet an arc length of 538.60 feet; the chord of said arc being North 08 degrees 14 minutes 10 seconds East 535.57 feet to a pipe now set, (3) North 02 degrees 17 minutes 20 seconds West 269.28 feet to a pipe now set and (4) South 87 degrees 01 minutes 40 seconds East 147.71 feet to a pipe now set in the first line of the third parcel of land described in the last above-mentioned Deed; thence leaving the said railroad right-of-way line and running with a part of the first line of the third parcel of land described in the last mentioned Deed to the end thereof, and continuing, running with the third line of the second parcel of land described in the last mentioned Deed, in all, South 07 degrees 44 minutes 40 seconds East 1085.91 feet to the place of beginning. Containing 7.255 acres of land more or less.

SUBJECT TO, the use of an easement by others entitled thereto in perpetuity for the purpose of construction, maintenance and operation of a railroad right-of-way and necessary accessorial uses and purposes, which is described as follows:

BEGINNING for the same in the South 07 degrees 44 minutes 40 seconds East 1085.91 foot line of a conveyance from Ida Turner, also known as Ida H. Quinn, unmarried, et al. to the Odenton-Severn Development Corp. by Deed dated May 1, 1967 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2071, folio 457, at a point distant South 07 degrees 44 minutes 40 seconds East 758.51 feet from the beginning of the said line, and running thence with the said line binding on part of the North 07 degrees 44 minutes 40 seconds West 993.86 foot line of a conveyance from Claris E. Jerman to Harry M. Bull and E. Cornelia Watson, his sister, by Deed dated August 2, 1967, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2091, folio 134, and binding also on part of the South 07 degrees 44 minutes 40 seconds East 323.64 foot line of the second parcel of a conveyance from Harry U. Reipe and Marion W. Reipe, his wife, et al. to The Maryland Title Guarantee Company, dated May 26, 1966 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1976, folio 476, South 07 degrees 44 minutes 40 seconds East 70.90 feet; thence leaving the said line and running by a curve to the right, having a radius of 405.597 feet to a point distant, North 48 degrees 58

minutes 40 seconds West 268.79 feet; thence running North 84 degrees 20 minutes 30 seconds West 79.41 feet to intersect the eastmost right-of-way line of the Philadelphia, Washington and Baltimore Railroad; thence running with the said eastmost right-of-way line by a curve bearing to the left, having a radius of 1466.00 feet and an arc length of 378.61 feet to a point distant North 05 degrees 04 minutes 10 seconds East 377.53 feet; thence continuing with the said right-of-way line, North 02 degrees 17 minutes 20 seconds West 269.28 feet; thence leaving the said railroad right-of-way and running with a part of the South 87 degrees 01 minutes 40 seconds East 147.71 foot line of the hereinabove mentioned conveyance, South 87 degrees 01 minutes 40 seconds East 45.19 feet; thence leaving the said line and running South 02 degrees 17 minutes 20 seconds East 464.44 feet; thence running by a curve bearing to the left, having a radius of 345.597 feet and an arc length of 363.45 feet, subtended by a chord bearing South 32 degrees 25 minutes 00 seconds East 346.93 feet to the place of beginning.

TOGETHER with the right to the use in common with others entitled thereto of any railroad spur track constructed on the aforementioned easement, including the right to cross the same, provided such use shall in no way and at no time interfere with the unrestricted use of the same by the others entitled to such use.

BEING the same parcel of ground which was conveyed to the Grantor herein by Deed dated November 20, 1969 from Odenton-Severn Development Corp., and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. No. 2328, folio 607.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 15,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RICH, TUCKER & RICE
Address 93 Main Street, Annapolis, MD 21401

2. SECURED PARTY

Name Farmers National Bank of Maryland
Address 5 Church Circle
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Computer Equipment (Hardware & Software) - 1 Novell Server, 1 Novell Netware, 5 Novell Stations, 6 G/Ethernet Cards, 1 Hewlett Packard Laser Jet Series II Printer, 1 Word Perfect 5.0 software, 1 Install Timeslips III, as well as, all peripheral equipment and cables.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 105.00
POSTAGE .50
#354430 0345 R01 T11:07
09/01/88

Rich, Tucker & Rice
(Signature of Debtor)

Type or Print Above Name on Above Line
(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

Handwritten initials and marks at the bottom of the signature lines.

BOOK 531 PAGE 393

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Sidney Melver R McTadden 10071 Guilford Rd Jessup, MD 20794	2 Secured Party(ies) and address(es) Barclays Fin. Serv. 2014 M. Hotham Turnpike #201 Callahan's Land Richmond, Va 23235	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #171450 CTTT 003 910:47 5. Assignee(s) of Secured Party and Address(es) Barclays American Financial 2014 M. Hotham Turnpike Richmond, Va 23235
4. This financing statement covers the following types (or items) of property: # 3305/3347 - Keller Table / 1 leaf / 4 chairs # 93-119504 - Stanley Dining Room Server, Buffet, Hutch, Table / 2 leaves 2 arm chairs, 4 side chairs		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented 491-452 Filed with:		

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date August 8, 1988

By: Barclays American Financial
Deanna K. F. Smith
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

(3) Filing Officer Copy-Acknowledgement

TO BE RECORDED:

- ___ Among the Land Records of Anne Arundel County
- XX Among the Financing Statement Records of Anne Arundel County
- ___ Among the Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Principal Amount is \$58,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

FINANCING STATEMENT

1. Debtor: Address:
Kendall M. Temple 153 Mayo Drive
Suite 1
Edgewater, Maryland 21037
2. Secured Party: 10195 Main Street, Suite A
Fairfax, Virginia 22031
3. Maturity Date of Obligation August 15 , 1989
4. This Financing Statement Covers:

RECORD FEE 13.00
 POSTAGE .50
 SALES TAX 1.00
 TOTAL 14.50
 8/21/88

13.50

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now

or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

- 5. The aforesaid items are included as security in a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Debtor to Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by the Debtor to Seasons Savings Bank and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
- 6. Proceeds of collateral are covered hereunder.
- 7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

DEBTOR:

Kendall M. Temple
Kendall M. Temple

SECURED PARTY:

SEASONS SAVINGS BANK

By: [Signature]
President

Dated: 8/15/88, 1988

BOOK 531 PAGE 396

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

REESE AND CARNEY
10715 Charter Drive
Columbia, MD 21044
ATTN: Catherine A. Stevens

dch\seasons\5870R.fst

EXHIBIT "A"

Lot numbered and lettered Five Thousand Eight Hundred Seventy R (5870R) in the subdivision known as "WOODLAND BEACH" as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 4668 at Plat 430.

BOOK 531 PAGE 397

271372

TO BE RECORDED:

- ____ Among the Land Records of Anne Arundel County
- XX Among the Financing Statement Records of Anne Arundel County
- ____ Among the Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Principal Amount is \$130,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

FINANCING STATEMENT

1. Debtor: Address:
 Kendall M. Temple 153 Mayo Drive
 Suite 1
 Edgewater, Maryland 21037
2. Secured Party:
 SEASONS SAVINGS BANK 10195 Main Street, Suite A
 Fairfax, Virginia 22031
3. Maturity Date of Obligation August 15 , 1989
4. This Financing Statement Covers:

RECORD FEE 13.00
 TAG 21037 .50
 411260 5117 803 110:25
 08/01/88

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now

13 SU

or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

- 5. The aforesaid items are included as security in a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Debtor to Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by the Debtor to Seasons Savings Bank and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
- 6. Proceeds of collateral are covered hereunder.
- 7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor: Kendall M. Temple
Kendall M. Temple

Secured Party: SEASONS SAVINGS BANK
By: [Signature]
President

Dated: 2/15/88, 1988

BOOK 531 PAGE 399

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

REESE AND CARNEY
10715 Charter Drive
Columbia, MD 21044
ATTN: Catherine A. Stevens

dch\seasons\5867R.fst

EXHIBIT "A"

Lot numbered and lettered Five Thousand Eight Hundred Sixty-seven R (5867R) in the subdivision known as "WOODLAND BEACH" as per plat thereof recorded in Plat Book 4668 at Plat 430 among the Land Records of Anne Arundel County, Maryland.

TO BE RECORDED:

- _____ Among the Land Records of Anne Arundel County
- XY Among the Financing Statement Records of Anne Arundel County
- _____ Among the Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Principal Amount is \$61,600.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

FINANCING STATEMENT

RECORD FEE 14.00
 POSTAGE .50
 WITHLICK CITY HAS 118:23
 12/01/88

1. Debtor: Address:
 Kendall M. Temple 153 Mayo Drive
 Timothy J. Fenlon Suite 1
Edgewater, Maryland 21037

2. Secured Party:
 SEASONS SAVINGS BANK 10195 Main Street, Suite A
Fairfax, Virginia 22031

3. Maturity Date of Obligation August 15 , 1989

4. This Financing Statement Covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now

14.50

or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

5. The aforesaid items are included as security in a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Debtor to Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by the Debtor to Seasons Savings Bank and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
6. Proceeds of collateral are covered hereunder.
7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

DEBTOR:

Kendall M. Temple
Kendall M. Temple

Timothy J. Ferlon
Timothy J. Ferlon

SECURED PARTY:

SEASONS SAVINGS BANK

By: [Signature]
President

Dated: 1/15/88, 1988

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

REESE AND CARNEY
10715 Charter Drive
Columbia, MD 21044
ATTN: Catherine A. Stevens

dch\seasons\956Cedar.fst

EXHIBIT "A"

FIRST PARCEL: Being known as all that lot, piece or parcel of ground situate in Anne Arundel County, Maryland which is shown and designated as Lot No. Twenty-seven (27) in Block lettered "H" on the plat entitled "SELBY ON THE BAY, PLAT 1", dated August, 1930, made by James C. Hobday, Civil Engineer, which plat was originally recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book Liber FSR No. 3, Folio 4, later in Plat Cabinet No. 4, Rod G-7, and now in Plat Book No. 7, page 42.

SECOND PARCEL: Being known as all that lot, piece or parcel of ground situate in Anne Arundel County, Maryland which is shown and designated as Lot No. Twenty-eight (28) in Block lettered "H" on the Plat entitled "SELBY ON THE BAY, PLAT 1", dated August, 1930, made by James C. Hobday, Civil Engineer, which plat was originally recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book Liber FSR No. 3, Folio 4, later in Plat Cabinet No. 4, Rod G-7, and now in Plat Book No. 7, page 42.

TO BE RECORDED:

- ____ Among the Land Records of Anne Arundel County
- XX Among the Financing Statement Records of Anne Arundel County
- ____ Among the Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Principal Amount is \$157,500.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

FINANCING STATEMENT

- | | |
|-------------------------------------|--|
| 1. Debtor: | Address: |
| Kendall M. Temple | 153 Mayo Drive
Suite 1
Edgewater, Maryland 21037 |
| 2. Secured Party: | |
| SEASONS SAVINGS BANK | 10195 Main Street, Suite A
Fairfax, Virginia 22031 |
| 3. Maturity Date of Obligation | <u>August 15</u> , 1989 |
| 4. This Financing Statement Covers: | |

RECORD FEE 13.00
 POSTAGE .50
 RECEIVED BY THE REC'D 110:21
 07/01/89

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or

1370

800 531 4011

buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

5. The aforesaid items are included as security in a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Debtor to Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by the Debtor to Seasons Savings Bank and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
6. Proceeds of collateral are covered hereunder.
7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:

Kendall M. Temple
Kendall M. Temple

Secured Party:

SEASONS SAVINGS BANK

By: [Signature]
President

Dated: 1/15, 1988

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

REESE AND CARNEY
10715 Charter Drive
Columbia, MD 21044
ATTN: Catherine A. Stevens

dch\seasons\5837R.fst

EXHIBIT "A"

Lot numbered and lettered Five Thousand Eight Hundred Thirty-seven R (5837R) in the subdivision known as "WOODLAND BEACH" as per plat thereof recorded in Plat Book 4668 at Plat 430 among the Land Records of Anne Arundel County, Maryland.

STATE OF MARYLAND
2006 5.31 406
FINANCING STATEMENT FORM UCC-1

274375

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 15, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lloyd L Poole & Barbara L Garrison
Address Lot 75 Lyons Creek Mobile Home Park

2. SECURED PARTY

Name First Manufactured Housing Credit Corp.
Address PO Box 190 Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Anne Arundel County

Used 1976 Safa Mobilehome 12X65 White
Serial # A3761264S9083

Name and address of Assignee

See Attached (Schedule A)

RECORD FEE 15.00
POSTAGE .50
RECORDED COPY FOR T10136
08/01/88

*This Transaction is not subject to Recordation Tax

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lloyd L Poole by FMHCC POA
(Signature of Debtor)

Lloyd L Poole
Type or Print Above Name on Above Line

Barbara L Garrison
(Signature of Debtor)

Barbara L Garrison
Type or Print Above Signature on Above Line

E Hechler
(Signature of Secured Party)

E Hechler FMHCC
Type or Print Above Signature on Above Line

1550

SCHEDULE A

300- 531 PAGE 407

This financing statement covers the following types (or items) of property:

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

FIRST MANUFACTURED HOUSING CREDIT CORPORATION

POWER OF ATTORNEY FROM BUYER(S)

TO EXECUTE TITLE, TRANSFER OF EQUITY AND INSURANCE DOCUMENTS

KNOW ALL MEN THESE PRESENTS:

That I/we Lloyd I. Poole
Barbara L. Garrison

of lot 75 Lyons Creek Mobile Home Park

City of Lothian, County of Anne Arundel

State of Maryland do hereby make, constitute and appoint Maurice L. Strong, Jr. / E Hechler of FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, my true and lawful attorney-in-fact in my stead and behalf with the same force and effect as if same had been done by me, to apply to the Motor Vehicle Unit for a certificate of title (or a duplicate thereof) in my name; to execute an assignment of the certificate of title including the specific assignments referred to below; to apply for a new certificate of title in the name of any sucessor owner, including my attorney-in-fact, in the event of repossession of the subject mobile home/vehicle for whatever reason, to transfer the equity which I/we may own in same and to that end to execute any and all documents necessary to effect a full and complete transfer of the equity interest in same; in the event I/we fail to maintain physical damage insurance on the vehicle, to obtain, place or replace insurance for physical damage to the subject mobile home/vehicle, in which event I/we agree to the addition of the applicable premium for said insurance to the contract I/we have signed for the purchase of the subject mobile home/vehicle, at the contracted rate of interest stated therein; and in the event of repossession of the subject mobile vehicle for whatever reason, to cancel all insurance of whatever nature written at the time of my purchase of the subject mobile home/vehicle and financed on the contract of purchase; in and to the following mobile home/vehicle, to wit:

<u>76</u>	<u>SAFA</u>	<u>A376126439083</u>	<u>12 x 65</u>
(Make)	(Model)	(Serial)	(Length)

This power is coupled with an interest and shall be irrevocable for as long as I/we remain indebted to FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, for any portion of the purchase price of said mobile home/vehicle pursuant to that contract pertaining to the said purchase price which I/we have executed this 13th day of December, 19 85.

Lloyd I. Poole (Buyer) Barbara L. Garrison (Buyer)
(Buyer) (Buyer)

Sworn to and subscribed before me this 13th day of December, 19 85

Richard J. Thacker (Notary Public)
my commission expires July 1, 1986

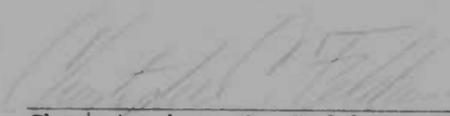
(Unofficial Witness)

located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR:

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY



Christopher C. Feldmann (SEAL)



John M. Suit, II - Executive Vice-President (SEAL)

Mr. Clerk: Please return to: Pat Weiss
MANIS, WILKINSON, SNIDER AND
GOLDSBOROUGH, CHARTERED
23 West Street - P.O. Box 1911
Annapolis, Maryland 21404-1911

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8655

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Unit Numbered 8N of a Condominium Regime known as "RENARD COURT CONDOMINIUM", as the same is established by a Condominium Declaration, dated July 28, 1988, and recorded on the 2nd day of August, 1988, in Liber HES 4660, folio 50, and shown on the Plat(s) of THE RENARD COURT CONDOMINIUM, PHASE I, an Office/Warehouse Condominium, recorded in Condominium Plat Book No. 38, as Plat 21 through 24, all inclusive, all among the Land Records of Anne Arundel County, Maryland.

TOGETHER with an undivided percentage interest in the common elements of said Condominium in fee simple, pursuant to Condominium Declaration and By-Laws recorded among the aforesaid Land Records.

To Be Recorded In The Land Records
And In The Financing Statement
Records Of the Circuit Clerk of
Anne Arundel County And
Among the Financing Statement
Records of the State Department
The of Assessments and Taxation

Subject To Recording Tax Of 140.00
On Principal Amount Of 20,000.00
Which Was Paid To The Clerk Of The
Circuit Court of Anne Arundel County
Upon The Filing Of A Deed of Trust
in the Land Records of Anne Arundel
County, Maryland

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR:

GEEJACK JOINT VENTURE,
A Maryland general partnership,
Glenn M. Hall, John P. Mckim John J.
Conroy, David S. O'Brien and
Nicholas Goldsborough

2. SECURED PARTY:

THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
Baltimore, MD 21201,

Attention: Peggy Hall

RECORD FEE 30.00

POSTAGE .50

4304470 0745 R01 T11444

09/01/88

3. This Financing Statement covers and the Debtor grants and conveys to
the Secured Party a security interest in and to the following:

a. All plant equipment apparatus, machinery, fittings, appliances,
furniture, furnishings, and fixtures, and other Chattels and
personal property and replacements thereof, now or at any time
hereafter affixed or attached to, incorporated in, placed upon,
or in any way used in connection with the current or future
utilization, enjoyment, occupation, or operation of the real
property and improvements located in Annapolis, Anne Arundel
County, Maryland, more commonly know as 18 Pinewood, 13 Loretta,
2046 Cedar, 2442 Cedar and 2440 Cedar and more completely
described on Exhibit "A" attached hereto (herein the "Real
Property") including by way of example and not by way of
limitation, all lighting, heating, ventilating, air conditioning,
incinerating, sprinkling, laundry, lifting and plumbing fixtures,
and equipment, water and power systems, loading and unloading
equipment, burglar alarms and security systems, fire prevention
and fire extinguishing systems and equipment, engines, boilers,
ranges, refrigerators, stoves, furnaces, oil burners or units
communication systems and equipment, dynamos, transformers,

30

To Be Recorded In The Land Records
And In The Financing Statement
Records Of The Circuit Clerk of
Anne Arundel County And
Among the Financing Statement
Records of the State Department
The of Assesments and Taxation

Subject To Recording Tax Of 140.00
On Principal Amount Of 20,000.00
Which Was Paid To The Clerk Of The
Circuit Court of Anne Arundel County
Upon The Filing Of A Deed of Trust
in the Land Records of Anne Arundel
County, Maryland

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR:

GEEJACK JOINT VENTURE,
A Maryland general partnership,
Glenn M. Hall, John P. Mckim John J.
Conroy, David S. O'Brien and
Nicholas Goldsborough

2. SECURED PARTY:

THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
Baltimore, MD 21201,

Attention: Peggy Hall

RECORD FEE 30.00
POSTAGE .50

#154470 0345 R01 T1144

09/01/88

3. This Financing Statement covers and the Debtor grants and conveys to
the Secured Party a security interest in and to the following:

a. All plant equipment apparatus, machinery, fittings, appliances,
furniture, furnishings, and fixtures, and other Chattels and
personal property and replacements thereof, now or at any time
hereafter affixed or attached to, incorporated in, placed upon,
or in any way used in connection with the current or future
utilization, enjoyment, occupation, or operation of the real
property and improvements located in Annapolis, Anne Arundel
County, Maryland, more commonly know as 18 Pinewood, 13 Loretta,
2046 Cedar, 2442 Cedar and 2440 Cedar and more completely
described on Exhibit "A" attached hereto (herein the "Real
Property") including by way of example and not by way of
limitation, all lighting, heating, ventilating, air conditioning,
incinerating, sprinkling, laundry, lifting and plumbing fixtures,
and equipment, water and power systems, loading and unloading
equipment, burglar alarms and security systems, fire prevention
and fire extinguishing systems and equipment, engines, boilers,
ranges, refrigerators, stoves, furnaces, oil burners or units
communication systems and equipment, dynamos, transformers,

30

motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents and monies payable under, by reason of, or with respect to, any restrictive covenants, easements, or agreements applicable to lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), which have not been extracted from the Real Property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and right to payment under, and performance of, the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property.

- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the Real Property.
- i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
- j. All rights, interests and title of Debtor in and to that certain contract of sale entered into by Debtor with regard to that certain parcel of real property and improvements located at 15 Loretta, Annapolis, Anne Arundel County, Maryland.
- 4. Some of the above-described personal property may be affixed to the Real Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the Circuit Court for Anne Arundel County from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of one (1) pages.
- 5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions, and accretions of or to any of the above-described collateral.

DEBTOR: GEEJACK JOINT
 VENTURE, a maryland
 general partnership

By: [Signature]

Title: _____

By: [Signature]

Title: _____

By: [Signature]

Title: _____

By: [Signature]

Title: _____

531 415

By: X [Signature]

Title: _____

X [Signature]
Glenn M. Hall

[Signature]
John P. Mckim

[Signature]
Nicholas Goldsborough

[Signature]
David S. O'Brien

[Signature]
John J. Conroy

TO FILING OFFICER: After this Statement has been recorded, please return to:

FIRST NATIONAL BANK OF MARYLAND
P.O. BOX 1596
ATTN: _____
Banc Code: _____
BALTIMORE, MARYLAND 21203

EXHIBIT "A"

PARCEL NO. 1:

ALL that lot or parcel of ground situate in the Second Election District of Anne Arundel County, Maryland, in the development known as "LORETTA HEIGHTS", which said lot is designated as Number 4, in Section "E" on the plat of said "LORETTA HEIGHTS", dated June 4, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 188, folio 278.

BEING the same property which by Deed dated December 1, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3153, folio 519, was granted and conveyed unto GLENN M. HALL, JOHN P. MCKIM and NICHOLAS GOLDSBOROUGH, trading as GEEJACK, a joint venture, also known as GEEJACK JOINT VENTURE, a Maryland Joint Venture, by ALBERT R. JONES, Personal Representative of the Estate of Evelyn M. Jones, deceased.

PARCEL NO. 2:

BEING Lots Nos. 7, 8 and 9, Section "B" having a frontage on Pinewood Street of 150 feet with an even depth on Cedar Avenue of 100 feet as shown on a certain plat entitled "LORETTA HEIGHTS" developed by Stockland Farms, Inc., Second Election District, Anne Arundel County, Maryland dated June 4, 1938 and recorded with the deed from Stockland Farms, Inc., a body corporate to Andrew J. Nichols and Catherine E. Nichols, his wife, dated September 10, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 100, folio 278.

BEING the same property which by Deed dated December 28, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3162, folio 438, was granted and conveyed unto GLENN M. HALL, JOHN P. MCKIM and NICHOLAS GOLDSBOROUGH, trading as GEEJACK, a joint venture, also known as GEEJACK JOINT VENTURE, a Maryland Joint Venture, by JOYCE ZINDORF and JOHN P. ZINDORF, her husband.

PARCEL NO. 3:

ALL those two lots or parcels of ground lying, being and situate in the Second Election District of Anne Arundel County, Maryland, and known as designated as Lot Nos. 10 and 11, of Section "B", as shown on a plat of Loretta Heights, and recorded among the Land Records of Anne Arundel County in Liber FAM No. 188, folio 278.

BEING the same property which by Deed dated November, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4507, folio 777, was granted and conveyed unto GEEJACK JOINT VENTURE, a Maryland Joint Venture, by SNAFU II, a Maryland Joint Venture; also being the same property which by Deed dated August 31, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4444, folio 773, was granted and conveyed by CECILIA A. WRIGHT, et al., unto SNAFU II, a Maryland Joint Venture.

PARCEL NO. 4:

BEING KNOWN AND DESIGNATED as Lot No. 12 and the Easterly 25 feet of Lot No. 13, Block "B", as shown on Plat No. 1 of Loretta Heights, recorded among the Land Records of Anne Arundel County in Liber F.A.M. 188, folio 276. Further see Property Line Survey prepared by C. D. Meekins & Associates dated November 30th and December 4th, 1978 which is marked Exhibit "A" and recorded among the Land Records of Anne Arundel County in Liber 3171, folio 377.

BEING the same property which by Deed dated January 26, 1979 and recorded among the Land Records of Anne Arundel County in Liber 3171, folio 374, was granted and conveyed unto GLENN M. HALL, JOHN P. McKIM and NICHOLAS GOLDSBOROUGH, trading as GEEJACK, a joint venture, also known as GEEJACK JOINT VENTURE, a Maryland Joint Venture, by EARL CATTERTON and MARY ESTELLE CATTERTON.

PARCEL NO. 5:

BEGINNING for the same at an iron pipe here set in the fourth or North $10^{\circ} 19' 30''$ East 200.54 foot line described in that conveyance from Walter K. Riggins and Daisy Riggins, his wife, to Harvey F. Myers and Myrtle Myers, his wife, by Deed dated December 16, 1946 and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH No. 389, folio 359; said pipe being located South $10^{\circ} 00' 00''$ West 90.00 feet measured reversely, with meridian corrected, along said line from an iron pipe here found at the end thereof. Thence from the point of beginning so fixed and binding on part of the said fourth line, reversely, with meridian corrected, of said conveyance to Myers North $30^{\circ} 00' 30''$ East 100.07 feet to an iron pipe here set; said pipe being located South $30^{\circ} 00' 30''$ West 85.58 feet measured reversely with meridian corrected along said second line from a bolt here found at the beginning thereof; thence leaving said second line and running for a line of division as now established, South $61^{\circ} 52' 30''$ East 114.95 feet to the point of beginning. Containing 0.314 of an acre of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, County Surveyor, in August, 1958.

SAVING AND EXCEPTING the area (2142 sq. ft.) which was deeded to the State Highways Administration by deed dated December 23, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4528, folio 415, as shown on the State Highway Administration Plat #49695, recorded among the Land Records of Anne Arundel County, Maryland.

BEING the same property which by Deed dated July, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4646, folio 459, was granted and conveyed unto GEE JACK JOINT VENTURE, a Maryland Joint Venture, by DIMITRI SFAKIYANUDIS and EFROSINI SFAKIYANUDIS.

STATE OF MARYLAND

Anne Arundel County

3005 531 PAGE 418

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245294

RECORDED IN LIBER 456 FOLIO 486 ON December 7, 1982 (DATE)

1. DEBTOR

Name Baldwin Service Center, Inc.
Address Route 450 at Route 178, Annapolis, Maryland 21401

2. SECURED PARTY

Name Dresser Industries, Inc. and/or Dresser Finance Corporation
Address 3201 North Wolf Road
Franklin Park, IL 60131

RECORD FEE 10.00
POSTAGE .50
#171430 0787 R03 110:45
09/01/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK [X] FORM OF STATEMENT

A. Continuation []
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release []
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment [X]
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: []
(Indicate whether amendment, termination, etc.)

PROPERTY: All property covered by the above Financing Statement.

ASSIGNEE: Komatsu Dresser Company
3201 North Wolf Road
Franklin Park, IL 60131

Dated _____

[Signature]
[Signature]
(Signature of Secured Party)
Dresser Industries, Inc. and/or
Dresser Finance Corporation
Type or Print Above Name on Above Line

SCHEDULE A

(Baldwin Service Center, Inc.)

1. All present and future inventory, wherever located, and whether new or used, consisting of:
 - (i) machinery or equipment manufactured, distributed, sold, consigned or specifically financed by Secured Party;
 - (ii) machinery or equipment manufactured, distributed, sold, consigned or specifically financed by Dresser Industries, Inc. ("DI") or Dresser Finance Corporation ("DFC"), which was acquired or held by Debtor, as of September 1, 1988, for resale or lease;
 - (iii) all machinery and equipment of any kind acquired by Debtor as a trade-in on any item described in paragraphs (i) or (ii) above and
 - (iv) all parts, accessories and attachments relating to any inventory of the type described in paragraphs (i) or (ii) above and manufactured distributed or sold by either DI, DFC or Secured Party.
2. All proceeds and products of the foregoing, including, without limitation, all accounts, contract rights, chattel paper and general intangibles arising out of any sale, lease or other disposition or rental of any of the foregoing inventory.

EX1aDo

STATE OF MARYLAND

Anne Arundel County

300 531 CASE 420

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245294

RECORDED IN LIBER 456 Page 486 FOLIO 486 ON 12/7/82 (DATE)

1. DEBTOR

Name Baldwin Service Center Inc.
Address Route 450 at Route 178, Annapolis, Maryland 21401

2. SECURED PARTY

Name Komatsu Dresser Company
Address 3201 North Wolf Road
Franklin Park, IL 60131

RECORD FEE 10.00
POSTAGE .50
F111440 0777 HQ3 110:46
OK 09/01/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT</p>
<p>Schedule A to this financing statement is amended by substituting the following Schedule A therefore:</p>	

Baldwin Service Center Inc.

Richard L. Baldwin
Chairman of the Bd.

Dated July 21, 1988

Komatsu Dresser Company
J.E. Boyle
(Signature of Secured Party)
J.E. Boyle
Type or Print Above Name on Above Line

SCHEDULE A

(Baldwin Service Center Inc.)

1. All present and future inventory, wherever located, and whether new or used, consisting of:
 - (i) machinery or equipment manufactured, distributed, sold, consigned or specifically financed by Secured Party;
 - (ii) machinery or equipment manufactured, distributed, sold, consigned or specifically financed by Dresser Industries, Inc. ("DI") or Dresser Finance Corporation ("DFC"), which was acquired or held by Debtor, as of September 1, 1988, for resale or lease;
 - (iii) all machinery and equipment of any kind acquired by Debtor as a trade-in on any item described in paragraphs (i) or (ii) above and
 - (iv) all parts, accessories and attachments relating to any inventory of the type described in paragraphs (i) or (ii) above and manufactured distributed or sold by either DI, DFC or Secured Party.
2. All proceeds and products of the foregoing, including, without limitation, all accounts, contract rights, chattel paper and general intangibles arising out of any sale, lease or other disposition or rental of any of the foregoing inventory.

EX1aDo

SECURITY AGREEMENT

MARYLAND PRODUCTS COMPANY, INC.

(Name of Debtor)

whose address is 611 F. Hammons Ferry Road, Linthicum, Maryland 21090

in the County of _____ State of Minnesota (hereinafter called "Debtor" whether one or more) does

hereby grant unto ECOLAB INC. (hereinafter called "Secured Party"), a security interest in the following described property (hereinafter called "Collateral"): (Check and complete where applicable)

- (a) All inventory of Debtor now owned or hereafter acquired which is held for sale or lease or is held as raw-materials, work in process or materials used in connection with Debtor's business;
- (b) All accounts of Debtor now existing or hereafter at any time acquired (and if specific accounts the same are listed on Schedule A hereto attached and made a part hereof);
- (c) All contract rights of Debtor now existing or hereafter at any time arising;
- (d) Other:

Airkem Product dispensing equipment, including Airkem Product dispensing equipment located on Premises of Debtor's customers, now existing or hereafter acquired by Debtor.

RECORD FEE 11.00
POSTAGE .50
AC01000-0040 104 110129
09/01/88

3

(e) All proceeds and products of the foregoing.

to secure prompt payment to Secured Party at the address stated above of a note or notes dated July, 1988

executed by Debtor to Secured Party in the sum of \$ 25,000 with interest as provided therein, and any and all extensions and renewals thereof, and any and all future advances made by Secured Party to Debtor at Secured Party's option, together with all other liabilities of each Debtor to Secured Party (primarily, secondarily, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired and the performance by Debtor of all of the terms and conditions of this Security Agreement (hereinafter referred to as "Obligations").

DEBTOR WARRANTS, REPRESENTS AND AGREES THAT:

1. Debtor is the owner of the Collateral, or will be the owner of the Collateral to be acquired after the date hereof, free of all liens, encumbrances and security interests except the security interest hereby created, and has authority to execute this agreement. The accounts are genuine and enforceable, and there are no offsets, counterclaims, or defenses to any of them.

2. Debtor's inventory, books, records, contract rights and other property above specified relating to the Collateral are or will be kept at the above address unless a different address is shown in the following space

and Debtor will not without the prior written consent of Secured Party remove or permit the same to be removed from the location or locations set forth above.

THIS AGREEMENT IS SUBJECT TO THE TERMS PRINTED ON THE REVERSE SIDE HEREOF, WHICH ARE MADE A PART HEREOF.

Dated July 29, 1988

BY ECOLAB INC. (Secured Party)
K. M. Blum
Vice President and General Manager

MARYLAND PRODUCTS COMPANY, INC.
By: Teresa A. O'Malley (Debtor)
Teresa A. O'Malley
Its: President (Debtor)

BY (To be signed if agreement is to be filed in lieu of Financing Statement.)

DEBTOR FURTHER WARRANTS, REPRESENTS AND AGREES THAT:

1. Debtor will use the inventory in a lawful manner consistent with this agreement and with the terms and conditions of any policy of insurance thereon.
2. Debtor will keep the Collateral insured at all times against loss by fire and/or other hazards concerning which, in the judgment of the Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to the Secured Party and in amounts sufficient to protect Secured Party against loss or damage to said Collateral and will pay the premiums therefor; that such policy or policies of insurance will be delivered to and held by the Secured Party, together with loss payable clauses in favor of the Secured Party as its interest may appear, in form satisfactory to the Secured Party; and Secured Party may act as attorney for Debtor in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts.
3. No financing statement covering the Collateral, or any part thereof, is on file in any public office.
4. Debtor will at any time or times hereafter execute such financing statements and other instruments and perform such acts as the Secured Party may request to establish and maintain a valid security interest in the Collateral, and will pay all costs of filing and recording.
5. Until Secured Party shall notify Debtor of the revocation of such power and authority, Debtor will, at its own expense, endeavor to collect, as and when due, all of said accounts, including the taking of such action with respect to such collection or the repossession of the goods as Debtor may deem advisable or as Secured Party may reasonably request. Debtor will forthwith deliver all proceeds of such collections and all repossessed or returned goods to Secured Party at its request; provided Debtor will, on demand, pay to Secured Party the full unpaid contract price of repossessed goods or the invoice value of returned goods.
6. Debtor will not compromise any of said accounts without the prior written consent of Secured Party.
7. Debtor will at all times keep accurate and complete records of the Collateral and permit Secured Party to inspect same and the Collateral at all reasonable times. Debtor will, upon request of Secured Party, furnish to Secured Party such reports and statements as Secured Party may request with respect to the Collateral.
8. Secured Party may notify account debtors of Secured Party's security interest, and that payment of all sums due or to become due shall be paid directly to Secured Party, and upon request of Secured Party, Debtor will notify account debtors of such security interest. Secured Party shall have the power to demand, receive and sue for all moneys or other proceeds due from said accounts, to endorse the name of Debtor on all commercial paper given in payment or part payment thereof, and to settle, adjust or compromise any claims or disputes as to said accounts.
9. Debtor will keep and maintain the Collateral in good condition and will not sell, lease or otherwise dispose of the Collateral other than in the ordinary course of its business at prices constituting the then fair market value thereof.
10. Debtor shall be in default under this agreement upon the happening of any of the following events: (a) nonpayment, when due, of any amount payable on any of the Obligations or failure to observe or perform any term hereof; (b) if any covenant, warranty or representation shall prove to be untrue in any material respect; (c) any Debtor becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against any Debtor alleging that such Debtor is insolvent or unable to pay debts as they mature; (d) entry of any judgment against any Debtor; (e) death of any Debtor who is a natural person, or of any partner of any Debtor which is a partnership; (f) dissolution, merger or consolidation, or transfer of a substantial part of the property of any Debtor which is a corporation or a partnership; or (g) if Secured Party deems itself insecure for any reason.
11. In the event of a default: (a) Secured Party shall have the right, at its option and without demand or notice, to declare all or any part of the Obligations immediately due and payable; (b) Secured Party may exercise, in addition to the rights and remedies granted hereby, all of the rights and remedies of a Secured Party under the Uniform Commercial Code or any other applicable law; (c) Secured Party may effect all necessary insurance, pay the premiums thereon, and may pay any taxes, liens and encumbrances on the Collateral, and any such payments made by Secured Party with interest at the highest legal rate allowed by law shall be a part of the Obligations; (d) Debtor agrees to make the Collateral available to the Secured Party at a place or places acceptable to the Secured Party; and (e) Debtor agrees to pay all costs and expenses of Secured Party, including reasonable attorneys' fees, in the collection of any of the Obligations or the enforcement of any of Secured Party's rights.
12. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to the Debtor at the address shown herein.
13. Waiver of any default hereunder by Secured Party shall not be waiver of any other default or of a same default on a later occasion. No delay or failure by Secured Party to exercise any right or remedy shall be a waiver of such right or remedy and no single or partial exercise by Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy at any other time.
14. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of Minnesota. If any part of this contract shall be adjudged invalid, the remainder shall not thereby be invalidated.
15. If more than one party shall sign this Security Agreement, the term "Debtor" shall mean all such parties and each of them and all such parties shall be jointly and severally obligated hereunder. All rights of Secured Party shall inure to the benefit of the Secured Party's successors and assigns, and all obligations of Debtor shall bind Debtor's heirs, executors, administrators, successors and assigns.
16. Additional provisions of this agreement (if none, insert "none"):

None

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 8/29/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RELIABLE CONTRACTING, Inc.

Address MD ROUTE 3 NORTH MILLERSVILLE, MD 21108

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.

Address 41 DEFENSE HWY ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1/25/89

4. This financing statement covers the following types (or items) of property: (list)

NEW MODEL TD8-G DIESEL CRAWLER TRACTOR W/ROPS CANOPY, 6 WAY HYD BLADE AND 18" TRACKS. SERIAL NUMBER 726

ASSIGNEE: DRESSER CREDIT CORPORATION 3201 NORTH WOLF ROAD FRANKLIN PARK, ILLINOIS 60131

RECORD FEE 21.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John T. Baldwin
(Signature of Debtor)

RELIABLE CONTRACTING, Inc.
Type or Print Above Name on Above Line

John T. Baldwin
(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles L. Baldwin, Chem. of the Ed.
(Signature of Secured Party)

BALDWIN SERVICE CENTER, INC.
Type or Print Above Signature on Above Line

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$.....
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

WILLIAM ALAN BOEHM

1528 ST STEPHEN CHURCH RD
CROWNSVILLE, MD 21032

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address:

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

(1) NEW CASE 855D CRAWLER LOADER SERIAL #7500391

RECORD FEE 11.00
 POSTAGE .50
 #335230 C345 R01 T15+14
 09/01/89

THIS IS A RETAIL INSTALLMENT CONTRACT

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

WILLIAM ALAN BOEHM

THE FIRST NATIONAL BANK OF MARYLAND

William Alan Boehm

BY *Gerard J. Rivers*

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. -- FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266007

RECORDED IN LIBER 508 FOLIO 34 ON 2/9/87 (DATE)

1. DEBTOR

Name HOLIDAY RAMBLER CORPORATION

Address 65528 STATE ROAD 19, WAKARUSA, IN. 46573

2. SECURED PARTY

HELLER FINANCIAL, INC.

Name

Address 200 N. LASALLE, CHICAGO, IL. 60601

RECORD FEE 10.00

855-700-5345 R01 T15:24

09/01/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">AMENDMENT</p>

PARKWAY DISTRIBUTORS DIVISION HAS RELOCATED THEIR WAKARUSA LOCATION TO:
52649 LEER COURT
P.O. BOX 4425
ELKHART, INDIANA 46514-0426



1988 AUG 22 A 8:55
Michael R Myers
HOLIDAY RAMBLER CORPORATION
Dated August 3, 1988

HELLER FINANCIAL, INC.
[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line



FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

James W. Diven
Sarah M. Diven

26 Chesapeake Mobile Court
Hanover, Maryland 21076

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).
USED 1985 Liberty Homes Corp. "Supra", 60 X 14 Mobile Home
Serial #08-L-55179
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

James W. Diven
JAMES W. DIVEN
Sarah M. Diven
SARAH M. DIVEN

Secured Party

THE BANK OF BALTIMORE

BY

Janette Hamilton

RECORD FEE 12.00

H305310 C345 R01 T15425

09/01/99

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

274382

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County and with the Maryland State Department of Assessments and Taxation
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ 309,237.86 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Address(es)
 ADAM BAGDASIAN 1500 Fullerton Road
 SHIRLEY J. BAGDASIAN Edgewater, Maryland 21037

6 Secured Party Address: Real Estate and Mortgage Division **RECORD FEE 12.00**
 MARYLAND NATIONAL BANK 10 Light Street **POSTAGE .50**
 Attention: Dennis R. Glasgow 19th Floor **#171890 8777 ROS 115449**
 Baltimore, Maryland 21202 **09/01/88**

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property.

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 31 19 88 from Debtor(s) to Stephen F. Beckenholdt and Lawrence J. Grady, Jr. Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s) Secured Party:
 MARYLAND NATIONAL BANK

Adam Bagdasian (SEAL) By Dennis R. Glasgow (SEAL)
 Adam Bagdasian
Shirley J. Bagdasian (SEAL) Dennis R. Glasgow, Assistant Vice President
 Shirley J. Bagdasian Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

125 SW

531 PAGE 429

271383

FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING RECORDS
OF ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: BAY INDUSTRIAL VENTURES
1327 Ashton Road
Suite 201
Hanover, Maryland 21076
- 2. NAME AND ADDRESS OF SECURED PARTY: WYMAN PARK FEDERAL
SAVINGS AND LOAN
ASSOCIATION
11 West Ridgely Road,
P.O. Box 505
Lutherville, Maryland
21093

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action,

FEE 19.00
STAMP .50
08/15/88 11:56
09/01/88

19.00



judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Andrew G. Shank and William T. Define, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust) and expiration of any applicable notice and cure periods, to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property

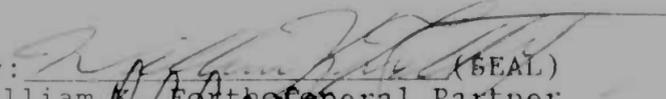
interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

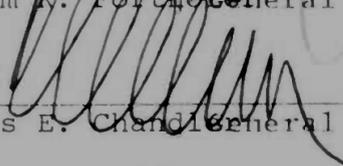
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

BAY INDUSTRIAL VENTURES

By:  (SEAL)
William K. Fortner General Partner

By:  (SEAL)
Charles E. Chandler General Partner

Filing Officer: After recordation, please return this Financing

Statement to:

Andrew G. Shank, Esquire
Miles & Stockbridge
10 Light Street, 9th Floor
Baltimore, Maryland 21202

A:153004. EXH/9365

08/26/88

BOOK 531 PAGE 432

EXHIBIT A

Being known and designated as Lot 4A as shown on a Plat entitled "Plat of Lots 4A and 4B, Part of Lot 4, Section Two, Annapolis Business Center, Annapolis, Maryland", recorded among the Land Records of Anne Arundel County in Liber WGL 2916, folio 647.

FS Records AALCo.

BOOK 531 PAGE 431

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 507 Page No. 206
Identification No. 269713 Dated 1/19/87

1. Debtor(s) { Friendship Business Center Limited Partnership
Name or Names - Print or Type c/o MIE Development Company
6665 Security Boulevard, Baltimore, Maryland 21207
Address - Street No. City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names - Print or Type
P.O. Box 1596, Baltimore, Maryland 21203
Address - Street No. City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .50
811730 0777 803 118:54
09/01/88

Dated: April 27, 1988

THE FIRST NATIONAL BANK OF MARYLAND
(Name of Secured Party)

George A. Lambert
(Signature of Secured Party)

George A. Lambert, Vice President
Type or Print (Include Title if Company)

PLEASE RETURN TO THE ABOVE DEBTOR



BS-1216D-8406

Suite 1524, The World Trade Center, Baltimore, MD 21202-3041
199650

274385

Cross-index in
Land Records

Indemnity Financing Statement
not subject to Recordation Tax

BOOK 531 PAGE 437

DATE: August 29, 1988

INDEMNITY FINANCING STATEMENT

Address:

struction

1511 Ritchie Highway
Arnold, Maryland 21012

Address:

BANK

122-128 West Washington Street
P.O. Box 1179
Hagerstown, Maryland 21741

ers:

movements of every kind and
ted or placed in or upon
herein described or any
connection with any
nd and now owned or
tures including, but
res, engines and
ating equipment,
elevators,
pipes,
mantels,
mechanical

RECORD FEE 15.00
PAGE .50
NO. 0717 R03 T16:04
09/01/88

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Records
btedness
Bank, and are
part of the
nder.
by Guarantor, located
and described more par-
hereto and made a part

SECURED PARTY:
HOME FEDERAL SAVINGS BANK

Jacqueline M. Gaver
By Jacqueline M. Gaver, Vice
President

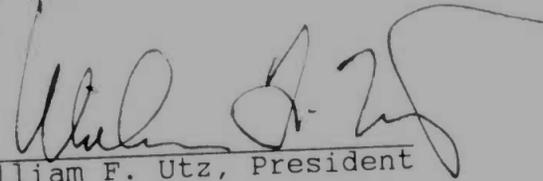
ny,
President

98. amp

- 4. The aforesaid items are included as security in an Indemnity Deed of Trust of even date herewith given by Guarantor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by William F. Utz to Home Federal Savings Bank, and are deemed by said Indemnity Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Guarantor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

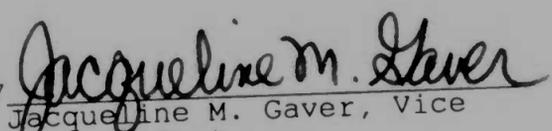
GUARANTOR:

W. F. UTZ CONSTRUCTION COMPANY,
INC.

By 
William F. Utz, President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By 
Jacqueline M. Gaver, Vice
President

ULA-#5.198.amp

All that lot of ground situate in Anne Arundel County, Maryland and being known and designated as lot number 19 as shown on the plat entitled "North Severnside, Section One", made by J. Revell Carr, November 1961, which plat is recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 10, Folio 8.

4. The aforesaid items are included as security in an Indemnity Deed of Trust of even date herewith given by Guarantor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by William F. Utz to Home Federal Savings Bank, and are deemed by said Indemnity Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Guarantor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

GUARANTOR:

W. F. UTZ CONSTRUCTION COMPANY,
INC.

By 
William F. Utz, President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By 
Jacqueline M. Gaver, Vice
President

UL-#5.198.amp

SCHEDULE A

All that lot of ground situate in Anne Arundel County, Maryland and being known and designated as lot number 17 as shown on the plat entitled "North Severnside, Section One", made by J. Revell Carr, November 1961, which plat is recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 10, Folio 8.

07576-

5

BOOK 531 PAGE 440

274356

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ 600,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Address(es)
 Pasquale DiDonato & Route 1 Box 151-E
 Angelina DiDonato Queenstown, Md. 21658

RECORD FEE 12.00
 POSTAGE .50
 #356090 (345 R01 112407
 09/02/88

6 Secured Party Address Real Estate and Mortgage Division
 MARYLAND NATIONAL BANK ~~XXXXXXXX~~ 10 Church Circle
 Attention Harrell Copeland ~~XXXXXXXX~~ Annapolis, Md. 21401
~~XXXXXXXXXXXXXXXXXXXX~~

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated September 1, 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s) Secured Party
MARYLAND NATIONAL BANK

Pasquale DiDonato (SEAL) By Harrell D. Copeland (SEAL)

Angelina DiDonato (SEAL) Harrell D. Copeland
Type name and title

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

12
5

DIU-3

EXHIBIT "A"

PARCEL NO. 1:

BEGINNING for the same at an iron pipe set in the center line of the abandoned Washington, Baltimore and Annapolis Electric Railroad right of way, said pipe being located along said center line North $74^{\circ} 49' 30''$ West 1293.18 feet from where the same intersects the West side of Cowhide Branch Road and running from thence and with a line of fence, the division line between Lots 9 and 10 (as shown on a plat made by Louis Green, Esquire, 1897, and filed in the Equity Case Gaither vs. Gaither, et al., No. 1989, among the Equity Records of Anne Arundel County) South $14^{\circ} 08'$ West, 396.65 feet to a pipe on the North side of West Street extended; thence with the same North $57^{\circ} 30'$ West, 44 feet to a point, said point being located North $14^{\circ} 04'$ East 3 feet from a pipe set in the fence corner; thence with the line of fence between Lots 10 and 11, North $14^{\circ} 04'$ East 379.46 feet to a point in the center line of the abandoned WB&A right of way; thence with the same South $47^{\circ} 49' 30''$ East, 38.11 feet to the place of beginning. BEING Lot No. 10 on said plat.

SAVING AND EXCEPTING THEREFROM so much of said property as was conveyed by Hamilton C. Goldsborough to the State of Maryland (to the use of the State Roads Commission), plus easement areas, etc. by deed dated May 8, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC 1306, folio 24.

PARCEL NO. 2:

BEGINNING for the same at an iron pipe set in the northernmost right-of-way line of West Street, as shown on State Roads Commission Plat No. 19831, and where the westernmost line of the conveyance from Richard Harrod, et al., to Samuel Schenker and John Rouse, Jr., Trustees, dated March 22, 1965, and recorded among the Land records of Anne Arundel County in Liber LNP No. 1859, folio 217, thence intersects the said north right-of-way line of West Street; thence leaving said right-of-way line and with the westernmost line of said conveyance, and also running along the easternmost line of the conveyance from Daniel Taylor, et ux., to Kramer Realty Co. dated August 24, 1962, and recorded as aforesaid in Liber No. EGO 1590, folio 377, North $06^{\circ} 17'$ West 325.39 feet to a pipe found on the south right-of-way line of the now abandoned W.B.&A. Railroad; thence leaving the easternmost line of the second mentioned conveyance and running with the said right-of-way line of the W.B.&A. Railroad South $82^{\circ} 33' 40''$ East 80.60 feet to a pipe found at the northeast corner of the first mentioned conveyance, said pipe also being in the North $14^{\circ} 04'$ East 379.46 foot line of the conveyance from Mary E. J. Wallace and James Wallace, her husband, to Hamilton C. Goldsborough, dated July 2, 1947 and recorded as aforesaid in Liber JHH 416, folio 344; thence with part of said line, reversely, and with courses referred to Annapolis grid north, and also with the easternmost line of the first mentioned conveyance, South $06^{\circ} 59' 20''$ West 349.89 feet to a pipe set in the said north right-of-way line of West Street; thence with the same North $64^{\circ} 44' 30''$ West 80.65 feet to the place of beginning, sometimes known as 1946 West Street, Annapolis, Maryland.

Containing 0.60 of an acre, more or less, as shown on a plat by J. R. McCrone, Jr., Inc., Registered Surveyors, dated April 22, 1966, and recorded among the Land Records of Anne Arundel County in Book 1974, Page 463.

STATE OF MARYLAND

Anne Arundel County, MD

300x 531 PAGE 442

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 47376

RECORDED IN LIBER 73 FOLIO 292 ON 9/29/66 (DATE)

RECORD FEE 10.00
POSTAGE .50
#172350 0777 R03 110:25
09/02/88
CK

1. DEBTOR

Name The Stiller Appliance Company
Address 703 Crain Highway S. E., Glen Burnie, MD 21044

2. SECURED PARTY

Name General Electric Credit Corporation
Address P. O. Box 19187
Jacksonville, FL 32245-9187

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Amendment

Please amend Secured Party's tradestyle to read: General Electric Capital Corporation

17058 26

The Stiller Appliance Company

[Signature]

Dated 8/11/88

Linda Virtuoso
Documentation Specialist

[Signature]
(Signature of Secured Party)

General Electric Credit Corporation 3-7748
Type or Print Above Name on Above Line

10 50

Not to be recorded in
Land Records

Subject to Recordation
Tax:
Principal Amount is:
\$38,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

Date: August 11, 1988

FINANCING STATEMENT

RECORD FEE 14.00
POSTAGE .50
#172520 0717 003 710:36
09/02/88

1. Debtor:
JAMES F. MYERS AND NANCY J. MILLER
222 Birch Avenue
Melbourne Beach, Florida 32951

Address:

2. Secured Party:
FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

Address:

9151 Baltimore National Pike
Ellicott City, MD 21043

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all good and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefore, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or

LAW OFFICES OF
ARNOLD, BEAUCHEMIN & TINGLE, P.A.
LOWER LEVEL, SUITE B
9005 CHEVROLET DRIVE
ELLCOTT CITY, MARYLAND 21043
465-1110

Handwritten initials: H-50



hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

James F. Myers (SEAL)
JAMES F. MYERS

FAIRVIEW FEDERAL SAVINGS
AND LOAN ASSOCIATION

Nancy J. Miller (SEAL)
NANCY J. MILLER

BY: Charles C. Holman
CHARLES C. HOLMAN
EXECUTIVE VICE
PRESIDENT

Handwritten mark resembling a stylized 'D' or '7'.



EXHIBIT "A"

531 PAGE 445

BEING KNOWN AND DESIGNATED as Lot No. 61, as shown on the Plat entitled, "MYERS ESTATES", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 87, folio 18, as said Plat has been clarified by a Declaration of Clarification of Plat of Myers Estates, dated October 12, 1983, by and between Frank J. Scott, et al, and recorded among the aforesaid Land Records in Liber E.A.C. 3649, folio 672.

300

531 PAGE 446

STATE OF MARYLAND

271390

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R.F. BEALL, INC.

Address 365 MD ROUTE 3 NORTH MILLERSVILLE, MD 21108

2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT COMPANY, INC.

Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MD 20772

J.I. CASE CREDIT CORP. 5790 WIDEWATERS PRWY, SYRACUSE, NY 13214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 NEW CASE MODEL 580K TRACTOR LOADER BACKHOE SERIAL #JJG0011778

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50

#172630 CITY BOX 110-46
09/02/88

THIS IS A RETAIL INSTALLMENT CONTRACT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

Robert E Beall Pres.
(Signature of Debtor)

R.F. BEALL, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay R. ...
(Signature of Secured Party)

SUIT & WELLS EQUIPMENT CO., INC.
Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Omega Disposals, Inc.
Address 344 Marley Neck Road Glen Burnie, MD 21061

2. SECURED PARTY

Name DiMarzo & Dellinger Truck Sales, Inc.
Address 1402 Ritchie Marlboro Road Capitol Heights, MD 20743
First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE 17.00
POSTAGE .50
#172710 0777 R03 T10:51
09/02/88

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Omega Disposals, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY E. KIMMEL, ADMIN. V.P.

1750

CONDITIONAL SALE CONTRACT NOTE

300x 531 PAGE 448

TO: DiMarzo & Dellinger Truck Sales, Inc. FROM: Omega Disposals, Inc.
1402 Ritchie Marlboro Road Capitol Heights, MD 20743 344 Marley Neck Road Glen Burnie, MD 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like 'One (1) Diamond Reo Giant Model' and '11664DB Dump Truck' with corresponding prices and terms.

Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 344 Marley Neck Road Glen Burnie, MD 21061

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred twenty two thousand one hundred thirty seven and 80/100 Dollars (\$ 122,137.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 24th day of September, 19 88, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 2,035.63 and the final installment being in the amount of \$ 2,035.63

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recongment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: August 24, 19 88

BUYER(S)-MAKERS(S):

Accepted DiMarzo & Dellinger Truck Sales, Inc. (SEAL)

Omega Disposals, Inc. (SEAL)

By: Bernard DiMarzo Pres

By: Roy Weasling Pres

Michael G. DiMarzo (Witness as to Buyer's and Co-Maker's Signature)

Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

By: (SEAL)

This instrument prepared by

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other, Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL)
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
 By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

ASSIGNMENT

31 PAGE 450

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale

contract and/or lease and/or chattel mortgage (herein called "contract") dated August 24, 1988

between Dalozzo & Bellinger Truck Sales, Inc. as Seller/Lessor/Mortgagee,

and George Babycobay, Inc. 577 PARKY DEER ROAD CLEM BURNS, MD 21115 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 122,137.00 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of August, 1988

Dalozzo & Bellinger Truck Sales, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By Bernard Dalozzo

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5-R1

a.a.6

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

Inventory/Machinery

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name American Work Platforms, Inc.
Address 823 Fairview Avenue Linthicum Heights, MD 21090

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" attached hereto and made a part
hereof for description of equipment.

RECORD FEE 11.00
POSTAGE .50
#172140 0777 R03 710:52
09/02/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

American Work Platforms, Inc.
James W. Moore Pres.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

11.50

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 24 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Twenty (20)	Used Access Satellite Elevating Work Platforms W/ <u>141</u> Mast Sections <i>151 9/11/88</i>		PM112A PM113A PM114A PM115A PM116A PM117A PM118A PM119A PM124A PM126A PM130A PM131A PM97A PM98A PM99A PM100A PM101A PM102A PM103A PM104A

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

American Work Platforms, Inc.

By: _____

By: James W. Hood Pres

BOOK 531 PAGE 453

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Dr. Allan Brown 86 Kennedy Drive Severna Park, MD 21146	2. Secured Party(ies) and address(es) L-J LEASING COMPANY P.O. BOX 21472 BALTIMORE, MD 21208-0472	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #172150 6777 R13 T10:53 09/02/88
4. This statement refers to original Financing Statement bearing File No. <u>270175</u> Filed with <u>Amel Grindel</u> Date Filed <u>OCT 14</u> 19 <u>87</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Heusep Kutz
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of _____
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ 2,200,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 11.00

POSTAGE .50

274394

09/02/88

5 Debtor(s) Name(s) Adventures in Home Building, Ltd. Address(es) ~~843 Ritchie Highway~~
Suite 204 P.O. Box 1071
Severna Park, Md. 21146

6 Secured Party: MARYLAND NATIONAL BANK Attention: Patricia A. Hicks
Address: Real Estate and Mortgage Division
~~10000000~~ 10 Church Circle
~~00000000~~ Annapolis, Md. 21401
~~000000000000~~

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 31 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)
Adventures in Home Building, Ltd.
Richard E. Polm, President

(SEAL)

Secured Party:
MARYLAND NATIONAL BANK
By: Patricia A. Hicks
Patricia A. Hicks, Vice President

Type name and title

Mr. Clerk, Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

EXHIBIT A

Description of Property

BEING KNOWN AND DESIGNATED as Lots 74, 99, 100, 101, 102, 103, 104, 109, 110, 111, 113, 114, 115, 116, 117, 118, 119, and 120, as shown on the Plats entitled "Harbor Valley Estates", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 98, folios 48, 49 and 50.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anchor Capital Group, Inc.

Address 133 Defense Hwy., #206, Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., #207, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One (1) CB 6' Parallel Cable
- One (1) CMQ Deskpro 286 Model 40, 1.2MB FDD, 40MB HD, 640K, S/N #4825AM3B1851
- One (1) CMQ Dual Mode Video Board
- One (1) CMQ Amber Monitor, Dual Mode
- One (1) CMQ MS DOS & BASIC V 3.3
- One (1) HP Laserjet II Printer with toner, S/N #2805A29444

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50

EQUIPMENT IS LEASED. NOT SUBJECT TO RECORDATION TAX.

#355780 0345 R01 T11:05

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Summers
(Signature of Debtor)

John W. Summers President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

L.L. Summers
(Signature of Secured Party)

L.L. Summers - Pres
Type or Print Above Signature on Above Line

4491 00.00

09/02/88



STATE OF MARYLAND

300 531 PAGE 457

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 8821

RECORDED IN LIBER 514 FOLIO 528 ON 07-15-87 (DATE)

1. DEBTOR

Name EUGENIA GLASS
Address 1 SEVERN CT ANNAPOLIS MD 21401

2. SECURED PARTY

Name AVCC FINANCIAL SERVICES OF MARYLAND INC
Address 9418 ANNAPOLIS RD LANHAM MD 20706

Person And Address To Whom Statement Is To Be Returned If Different From Above:

RECORD FEE 10.00
POSTAGE .50
11:32 AM 07/17/87 R03 711:32
09/02/88

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

TERMINATION *pt in full*

8/25/88

1050

(Signature of Secured Party)

Tina Harold-Neuman

Type or Print Above Name on Above Line

FINANCING STATEMENT

(Continuation - Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: [] Land { Liber 524 Folio 323 File No. 272212
[X] Financing Statement

Date of Financing Statement

1. Debtor(s) (or assignor(s)) NAME ADDRESS
No. Street City State
Baldwin Service Center Inc. 41 Defense Highway Annapolis, MD 21401

2. Secured Party (or assignee)
SOVRAN BANK / MARYLAND 6610 Rockledge Drive Bethesda MD 20817

CHECK [X] THE LINES WHICH APPLY

- 3. [] A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
[X] B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
[] C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00
#172960 C777 #03 111:54
09/02/88

- [] D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Secured Party:
SOVRAN BANK / MARYLAND
Dated: Aug 18 19 88
By: Betty L Talbot
Type Name Betty L. Talbott
Title Commercial Loan Operations Officer

1500

STATE OF MARYLAND

300 531 PAGE 459

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 22269

RECORDED IN LIBER. 465 FOLIO 221 ON 8-25-83 (DATE) Anne Arundel, MD

1. DEBTOR

Name L.R. Wilson & Sons, Inc.

Address 2029 General Highway, Annapolis, MD 21401

2. SECURED PARTY

Name ITT Commercial Finance Corp.

Address 11475 Olde Cabin Rd., Creve Coeur, MO 63141 RECORD FEE 10.00

ITT Commercial Finance Corp., 11885 Lackland Rd., Suite 600, St. Louis, MO 63146-4270
Person And Address To Whom Statement Is To Be Returned If Different From Above. 63146-4270

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>

Dated 8-24-83

Katherine Centogen
(Signature of Secured Party)

ITT Commercial Finance Corp. 73079012
Type or Print Above Name on Above Line

15

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: January 27, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Y.M.C.A. of Anne Arundel County, Inc.

ADDRESS: Parole Plaza, Suite 200
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Universal Super Circuit Equipment as follows:

- 1 Chest Press-DVR-R BLK WT
- 1 Leg Press-DVR-R BLK WT
- 1 Shoulder PR-DVR-R BLK WT
- 1 Leg Extn-DVR-C BLK WT
- 1 Vertical Chest-BLK WT
- 1 Leg Curl-DVR-C BLK WT
- 1 AB BD LADDER, FS
- 1 AB BD-Humped, FS Ladder
- 1 LO Pulley-FA, BKL WT
- 1 Seated Back-BLK WT
- 1 Hi Pulley W/ST BLK WT 220#
- 5 Monark #867 PRO Indoor Bike
- 1 Aero II
- 1 Aero III

RECORD FEE 11.00
 POSTAGE .50
 #173070 0777 R03 111:59
 09/02/88

DEBTOR(S):

SECURED PARTY:

Y.M.C.A. of Anne Arundel County, Inc. ANNAPOLIS FEDERAL SAVINGS BANK
(Company Name)

BY:

BY: *Harvey E. Martin, Jr.*
Harvey E. Martin, Jr. General Executive

BY: *John M. Crook*
(Authorized Signature)

BY:

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11/50

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

274336

DATE: July 5, 1988

() Not Subject to Recordation Tax

(XX) Subject to Recordation Tax of \$238.00
Taxable Amount of Debt \$ 34,000.00

NAME OF DEBTOR (S): M. L. Joy, Inc

ADDRESS: 317 Canterfield Road
Annapolis, Maryland 21403

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Blanket Lien:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable
now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
RECORD TAX 238.00
POSTAGE .50
#173090 C777 R03 711-59
09/02/88

DEBTOR(S):
M. L. Joy, Inc
(Company Name)

BY: Virginia L. Joy

BY: _____

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: Paul R. O'Connell
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

1/238.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 31, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Woodbridge Construction Corporation

Address 2444 Solomon Island Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name Farmers First Bank

Address 9 East Main Street, Lititz, Pennsylvania 17543

Richard M. Cloney, Executive Vice President

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____ RECORD FEE 101.00
4. This financing statement covers the following types (or items) of property: (list) POSTAGE .50

See Exhibit A attached hereto and made a part hereof.

#336130 0345 601 713451

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Exhibit B attached hereto and made a part hereof.

- (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

A John Bruscia, Pres (Signature of Debtor)
A John Bruscia, Pres (Type or Print Above Signature on Above Line)
(Signature of Debtor)
Type or Print Above Signature on Above Line

R.M. Cloney E.V.P. (Signature of Secured Party)
Richard M. Cloney (Type or Print Above Name on Above Line)

101-2

EXHIBIT A

3005 531 PAGE 463

4. All right, title and interest of Debtor in and to the following property rights and interests, which Debtor hereby assigns to Secured Party until all indebtedness due Secured Party is paid (the Real Property, as more fully described in Exhibit B attached hereto and made a part hereof, together with the following property rights and interests, being hereinafter collectively called the "Mortgaged Property"):

(a) all buildings and other improvements now or hereafter located on the Real Property (the "Improvements");

(b) all streets, lanes, alleys, passages, ways, water courses, easements, rights, liberties, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belonging or in anywise made appurtenant hereafter, and the reversions and remainder, with respect thereto;

(c) all machinery, apparatus, equipment, furniture, furnishings, fixtures, inventory, goods, appliances and other property of every kind and nature whatsoever (except property leased by Debtor from others), together with replacements thereof and accessories, parts or accessions thereto, owned by Debtor or in which Debtor has or shall have an interest, and whether or not now or hereafter located on the Mortgaged Property, and any and all proceeds of any of the foregoing (the "Equipment");

(d) all building materials, building machinery and building equipment delivered on site to the Real Property during the course of, or in connection with, the construction of, or reconstruction of, or remodeling of any building and improvements from time to time during the term of the Mortgage from Debtor to Secured Party and covering the Real Property (the "Mortgage");

(e) all awards or payments, including interest thereon, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of such right), or for any other injury to or decrease in the value of the Mortgaged Property, including, without limitation, all awards or payments of estimated compensation, all damages to the Real Property or Improvements resulting from any taking, all machinery and equipment dislocation expenses, all settlement amounts and apportionment of taxes;

(f) all insurance policies covering the Mortgaged Property and all proceeds of, and any unearned premiums on any such insurance policies including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(g) all leases, purchase or sale agreements and other agreements affecting the use and occupancy of the Mortgaged Property or contemplating the sale of the Mortgaged Property, now or hereafter entered into, all licenses, permits and agreements with or from all boards, public utilities, agencies, departments, governmental or otherwise, relating to or affecting the Mortgaged Property or the use and occupancy thereof, whether heretofore or hereafter issued or executed and all rights of Debtor to payment under any such agreement which is at the time not yet earned by performance (all such leases, licenses, permits and agreements and such rights thereunder are hereinafter referred to individually as a "Contract Right" or "Lease" and collectively as the "Contract Rights and Leases");

(h) all rents, receipts, issues, profits and other income of any and all kinds (including deposits) received or receivable and due or to become due from the sale or lease of any property, goods or materials or from the rendering of services including, but not limited to (i) the sale, rental or lease of all or a portion of the Mortgaged Property, or (ii) the operation of any income-producing facility on the Mortgaged Property (all of such proceeds, receipts and income are hereinafter collectively referred to as the "Income and Rents" and all such rights are hereinafter referred to individually as an "Account Receivable" and collectively as the "Accounts Receivable");

(i) any securities or guarantees held by Debtor with respect to any of the Accounts Receivable or Contract Rights and Leases, and any notes, drafts, acceptances, chattel paper, documents or other instruments evidencing the same; and

(j) the right, in the name and on behalf of itself or Secured Party, to appear in or defend any action or proceeding brought with respect to the Mortgaged Property (including, without limitation, any condemnation or arbitration proceedings) and to commence any action or proceedings to protect the interest of Secured Party in the Mortgaged Property.

All right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to the Mortgaged Property hereafter acquired by, or released to, Debtor or constructed, assembled or placed by Debtor on the Real Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, pledge, conveyance, assignment or other act by Debtor, shall become subject to the lien of the Mortgage as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein.

SCHEDULE-~~EXHIBIT~~ B

ANAREX, INC.

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E

July 29, 1988

SEVERNA PARK, MARYLAND 21146-2000

DESCRIPTION OF SECTION EIGHT

THE PROVINCES

FOURTH DISTRICT

ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

Beginning for the same at a point along the South right of way line of existing Severn Ridge Road; said point of beginning marking the North most corner of "Section Eight, Plat 20, The Provinces," prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence leaving said point of beginning so fixed and running with and binding along the South right of way line of said Severn Ridge Road as shown on said Plat 20,

- 1) South 64 degrees 37 minutes 23 seconds East 410.40 feet,
- 2) South 61 degrees 30 minutes 23 seconds East 469.47 feet, and
- 3) South 60 degrees 29 minutes 00 seconds East 292.85 feet; thence running with and binding along a portion of the boundary of said Plat 20,
- 4) South 29 degrees 45 minutes 00 seconds West 445.85 feet, and
- 5) South 48 degrees 45 minutes 05 seconds West 76.10 feet to a point designated as control point number 5 on "Section Eight, Plat 22, The Provinces," as prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat 22,
- 6) Southeasterly 69.78 feet along the arc of a curve deflecting to the right having a radius of 1,542.44 feet and a chord of South 39 degrees 57 minutes 01 second East 69.77 feet,
- 7) South 84 degrees 46 minutes 35 seconds East 36.04 feet,
- 8) Northeasterly 70.08 feet along the arc of a curve deflecting to the left having a radius of 775 feet and a chord of North 46 degrees 30 minutes 47 seconds East 70.06 feet,
- 9) South 15 degrees 54 minutes 19 seconds East 57.25 feet,

THE PROVINCES
July 29, 1988

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- 10) Southwesterly 50.22 feet along the arc of a curve deflecting to the right having a radius of 825 feet and a chord of South 47 degrees 39 minutes 58 seconds West 50.22 feet,
- 11) South 05 degrees 34 minutes 08 seconds West 34.63 feet,
- 12) South 38 degrees 16 minutes 20 seconds East 31.54 feet to a point of curvature,
- 13) Southeasterly 142.62 feet along the arc of a curve deflecting to the left having a radius of 385.58 feet and a chord of South 48 degrees 52 minutes 10 seconds East 141.82 feet to a point of tangency,
- 14) South 59 degrees 28 minutes 00 seconds East 26.71 feet,
- 15) North 76 degrees 26 minutes 02 seconds East 34.80 feet,
- 16) North 32 degrees 19 minutes 58 seconds East 63.81 feet,
- 17) South 70 degrees 48 minutes 26 seconds East 61.61 feet,
- 18) South 32 degrees 19 minutes 58 seconds West 75.00 feet,
- 19) South 12 degrees 34 minutes 05 seconds East 35.29 feet,
- 20) South 32 degrees 09 minutes 20 seconds West 60.00 feet,
- 21) South 77 degrees 26 minutes 05 seconds West 35.42 feet, and
- 22) South 32 degrees 19 minutes 58 seconds West 80.72 feet to a point designated as control point number 11 on "Section Eight, Plat 23, The Provinces," as prepared by Kidde Consultants, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat 23,
- 23) South 57 degrees 40 minutes 02 seconds East 90.00 feet,
- 24) South 32 degrees 19 minutes 58 seconds West 250.90 feet,
- 25) South 52 degrees 19 minutes 25 seconds West 101.40 feet,
- 26) South 20 degrees 39 minutes 47 seconds West 58.98 feet,
- 27) South 53 degrees 04 minutes 14 seconds West 224.94 feet,

DESCRIPTION OF SECTION EIGHT
THE PROVINCES
July 29, 1988

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- 28) South 29 degrees 49 minutes 20 seconds East 39.86 feet,
- 29) South 09 degrees 45 minutes 32 seconds West 267.93 feet,
- 30) South 47 degrees 36 minutes 09 seconds West 232.61 feet,
- 31) North 42 degrees 23 minutes 52 seconds West 304.40 feet,
- 32) North 47 degrees 36 minutes 08 seconds East 224.52 feet,
- 33) South 83 degrees 46 minutes 03 minutes West 321.45 feet, and
- 34) North 42 degrees 23 minutes 49 seconds West 227.00 feet to a point designated as control point number 69 on "Section Eight, Plat 21, The Provincines," as prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat 21,
- 35) North 53 degrees 41 minutes 06 seconds West 225.96 feet,
- 36) North 72 degrees 16 minutes 49 seconds East 88.94 feet,
- 37) North 30 degrees 06 minutes 48 seconds East 109.69 feet,
- 38) North 11 degrees 25 minutes 00 seconds West 219.10 feet,
- 39) North 23 degrees 07 minutes 55 seconds West 123.42 feet,
- 40) North 20 degrees 28 minutes 04 seconds West 264.54 feet,
- 41) North 39 degrees 57 minutes 56 seconds West 237.32 feet,
- 42) North 55 degrees 43 minutes 28 seconds West 89.13 feet,
- 43) North 26 degrees 40 minutes 56 seconds East 218.64 feet,
- 44) North 67 degrees 48 minutes 18 seconds West 110.00 feet,
- 45) Northeasterly 20.00 feet along the arc of a curve deflecting to the left having a radius of 830.00 feet and a chord of North 21 degrees 30 minutes 17 seconds East 20.00 feet,
- 46) South 69 degrees 11 minutes 08 seconds East 110.00 feet,
- 47) North 16 degrees 19 minutes 39 seconds East 147.08 feet,

THE PROVINCES
July 29, 1988

BOOK 531 PAGE 469

- 48) South 70 degrees 42 minutes 52 seconds East 186.81 feet,
- 49) South 65 degrees 17 minutes 28 seconds East 180.44 feet,
- 50) South 60 degrees 55 minutes 07 seconds East 180.44 feet,
- 51) South 56 degrees 32 minutes 45 seconds East 180.44 feet,
- 52) South 52 degrees 10 minutes 24 seconds East 239.44 feet to a point designated as control point 37 on the aforesaid Plat 20; thence running with and binding along a part of the boundary as shown on said Plat 20,
- 53) North 41 degrees 26 minutes 22 seconds East 102.02 feet,
- 54) North 53 degrees 25 minutes 19 seconds East 61.30 feet,
- 55) North 41 degrees 43 minutes 40 seconds East 107.45 feet,
- 56) North 38 degrees 11 minutes 38 seconds West 127.16 feet,
- 57) North 59 degrees 17 minutes 30 seconds West 257.76 feet,
- 58) North 65 degrees 45 minutes 21 seconds West 50.32 feet,
- 59) North 59 degrees 11 minutes 45 seconds West 143.97 feet,
- 60) North 62 degrees 49 minutes 47 seconds West 322.64 feet,
- 61) North 05 degrees 53 minutes 43 seconds East 125.69 feet, and
- 62) North 26 degrees 17 minutes 47 seconds East 161.51 feet to the point of beginning.

Containing in all 44.17 acres of land, more or less.

Being all that land shown and designated as "Section Eight, Plats 20 through 23, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

ANAREX, INC.

DEVELOPMENT SERVICES
ENGINEERS - SURVEYORS
EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 112
SEVERNA PARK, MARYLAND 21146-2996

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August 31, 1988

DESCRIPTION OF 4.5423 ACRES OF LAND, MORE OR LESS
RECREATION AREA
SECTION EIGHT, PLAT 21
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

Savings + Excepting therefrom

Beginning for the same at a point marking the South most corner of "Section Eight, Plat 21, THE PROVINCES," prepared by Kidde Consultants, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence leaving said point of beginning so fixed and running with and binding along the boundary of the 4.5423 acre Recreation Area as shown on said Plat 21,

- 1) North 53 degrees 41 minutes 06 seconds West 225.96 feet,
- 2) North 72 degrees 16 minutes 49 seconds East 88.94 feet,
- 3) North 30 degrees 06 minutes 48 seconds East 109.69 feet,
- 4) North 11 degrees 25 minutes 00 seconds West 219.10 feet,
- 5) North 23 degrees 07 minutes 55 seconds West 123.42 feet,
- 6) North 20 degrees 28 minutes 04 seconds West 264.54 feet,
- 7) North 39 degrees 57 minutes 56 seconds West 237.32 feet,
- 8) North 55 degrees 43 minutes 28 seconds West 89.13 feet,
- 9) North 26 degrees 40 minutes 56 seconds East 218.64 feet,
- 10) North 67 degrees 48 minutes 18 seconds West 110.00 feet,
- 11) Northeasterly 20.00 feet along the arc of a curve deflecting to the left having a radius of 830.00 feet and a chord of North 21 degrees 30 minutes 17 seconds East 20.00 feet,
- 12) South 69 degrees 11 minutes 08 seconds East 110.00 feet,
- 13) North 16 degrees 19 minutes 39 seconds East 147.08 feet,
- 14) South 70 degrees 42 minutes 52 seconds East 186.81 feet,

DESCRIPTION OF RECREATION AREA
THE PROVINCES
August 31, 1988

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- 15) South 41 degrees 43 minutes 27 seconds West 145.40 feet,
- 16) South 12 degrees 44 minutes 46 seconds East 117.54 feet,
- 17) South 20 degrees 14 minutes 47 seconds East 219.78 feet,
- 18) South 12 degrees 49 minutes 01 second East 254.32 feet,
- 19) South 15 degrees 58 minutes 20 seconds East 155.21 feet,
- 20) South 51 degrees 43 minutes 10 seconds East 40.00 feet,
- 21) Southwesterly 109.50 feet along the arc of a curve deflecting to the left having a radius of 53.00 feet and a chord of South 20 degrees 54 minutes 19 seconds East 91.04 feet,
- 22) South 09 degrees 54 minutes 32 seconds West 107.59 feet,
- 23) South 36 degrees 51 minutes 27 seconds East 74.83 feet, and
- 24) South 14 degrees 22 minutes 13 seconds West 265.90 feet to the point of beginning.

Containing in all 4.5423 acres of land, more or less.

The above description was prepared from information shown on a plat entitled "Section Eight, Plat 21, THE PROVINCES," prepared by Kidde Consultants, Inc. and dated August 1986.

Being the same land described in Liber 3198, Folio 43.

SCHEDULE

ANAREX, INC.

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E

SEVERNA PARK, MARYLAND 21146-2000

531 PAGE 472

July 28, 1988

DESCRIPTION OF SECTION NINE
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

Beginning for the same at a point along the South right of way line of existing Severn Ridge Road, said point of beginning marking the North most corner of "Section Nine, Plat 24, The Provinces," prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County, MD; thence leaving said point of beginning so fixed and running with and binding along the South right of way line of said Severn Ridge Road as shown on said Plat 24,

- 1) South 60 degrees 29 minutes 00 seconds East 572.64 feet to a point marking the North most corner of "Section Nine, Plat 25, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the South right of way line of said Severn Ridge Road as shown on said Plat 25,
- 2) South 60 degrees 29 minutes 00 seconds East 35.13 feet; thence leaving said road and running with and binding along the North boundary of said Plat 25,
- 3) South 60 degrees 29 minutes 00 seconds East 205.83 feet,
- 4) South 08 degrees 41 minutes 42 seconds West 181.63 feet,
- 5) South 75 degrees 40 minutes 27 seconds East 344.50 feet, and
- 6) South 31 degrees 56 minutes 04 seconds East 101.43 feet to a point along the West right of way line of existing Disney Road; thence running with and binding along the West right of way line of Disney Road as shown on said Plat 25,
- 7) South 20 degrees 16 minutes 47 seconds West 692.36 feet, and
- 8) South 63 degrees 46 minutes 47 seconds West 99.03 feet to a point marking the East most corner of "Section Nine, Plat 26, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the North right of way line of Disney Road as shown on said Plat 26,

SECTION NINE
THE PROVINCES
July 28, 1988

- 9) South 63 degrees 46 minutes ⁵³¹47 seconds West 220.51 feet, and
- 10) South 49 degrees 31 minutes 47 seconds West 257.18 feet to a point marking the East most corner of "Section Nine, Plat 27, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the North right of way line of Disney Road as shown on said Plat 27,
- 11) South 49 degrees 31 minutes 47 seconds West 421.56 feet; thence running with and binding along a portion of the boundary of said Plat 27,
- 12) South 87 degrees 31 minutes 04 seconds West 763.13 feet,
- 13) North 47 degrees 08 minutes 38 seconds West 718.77 feet,
- 14) North 47 degrees 30 minutes 07 seconds West 70.21 feet
- 15) North 09 degrees 52 minutes 55 seconds East 274.99 feet,
- 16) South 53 degrees 41 minutes 06 seconds East 225.96 feet,
- 17) South 42 degrees 23 minutes 49 seconds East 227.00 feet,
- 18) North 83 degrees 46 minutes 03 seconds East 321.45 feet,
- 19) South 47 degrees 36 minutes 08 seconds West 224.52 feet,
- 20) South 42 degrees 23 minutes 52 seconds East 304.40 feet,
- 21) North 47 degrees 36 minutes 08 seconds East 232.61 feet,
- 22) North 09 degrees 45 minutes 32 seconds East 267.94 feet,
- 23) North 29 degrees 49 minutes 20 seconds West 39.86 feet,
- 24) North 53 degrees 04 minutes 14 seconds East 224.94 feet,
- 25) North 20 degrees 39 minutes 47 seconds East 58.98 feet, and
- 26) North 52 degrees 19 minutes 25 seconds East 101.40 feet to a point designated as control point number 35 on the afore-said Plat 26; thence running with and binding along a portion of the West boundary of said Plat 26,

SECTION NINE
THE PROVINCES
July 28, 1988

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- 27) North 32 degrees 19 minutes 58 seconds East 250.91 feet,
- 28) North 57 degrees 40 minutes 02 seconds West 90.00 feet,
- 29) North 32 degrees 19 minutes 58 seconds East 80.77 feet,
- 30) North 77 degrees 26 minutes 03 seconds East 35.42 feet, and
- 31) North 32 degrees 09 minutes 20 seconds East 60.00 feet to a point designated as Control Point Number 32 on the aforesaid Plat 24; thence running with and binding along a portion of the boundary of said Plat 24,
- 32) North 12 degrees 34 minutes 05 seconds West 35.29 feet,
- 33) North 32 degrees 19 minutes 50 seconds East 75.00 feet,
- 34) North 70 degrees 48 minutes 26 seconds West 61.61 feet,
- 35) South 32 degrees 19 minutes 50 seconds West 63.81 feet, and
- 36) South 76 degrees 26 minutes 02 seconds West 34.80 feet,
- 37) North 59 degrees 28 minutes 00 seconds West 26.71 feet to a point of curvature,
- 38) Northwesterly 142.62 feet along the arc of a curve deflecting to the right having a radius of 385.58 feet and a chord of North 48 degrees 52 minutes 10 seconds West 141.82 feet to a point of tangency,
- 39) North 38 degrees 16 minutes 20 seconds West 31.54 feet,
- 40) North 05 degrees 34 minutes 08 seconds East 34.63 feet,
- 41) Northeasterly 50.22 feet along the arc of a curve deflecting to the left having a radius of 825 feet and a chord of North 47 degrees 39 minutes 52 seconds East 50.21 feet,
- 42) North 15 degrees 54 minutes 19 seconds West 57.25 feet,
- 43) Southwesterly 70.08 feet along the arc of a curve deflecting to the right having a radius of 775 feet and a chord of South 46 degrees 30 minutes 47 seconds West 70.06 feet,

THE PROVINCES
July 28, 1988

500: 5:31 and 475

- 44) North 84 degrees 46 minutes 35 seconds West 36.04 feet,
- 45) Northwesterly 69.78 feet along the arc of a curve deflecting to the left having a radius of 1,542.44 feet and a chord of North 39 degrees 57 minutes 01 second West 69.77 feet,
- 46) North 48 degrees 45 minutes 05 seconds East 76.10 feet, and
- 47) North 29 degrees 45 minutes 00 seconds East 445.85 feet to the point of beginning.

Containing in all 44.425 acres of land, more or less.

Being all that land shown and designated as "Section Nine, Plat 24 through 27, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

ANAREX, INC.

DEVELOPMENT SERVICES
ENGINEERS - SURVEYORS
EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E
SEVERNA PARK, MARYLAND 21146-2996

BOOK 531 PAGE 476

August 31, 1988

DESCRIPTION OF 5.9376 ACRES OF LAND, MORE OR LESS
RECREATION AREA
SECTION NINE, PLAT 27
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

ADDITIONALLY, SAVING + Excepting The station

Beginning for the same at a point marking the West most corner of "Section Nine, Plat 27, THE PROVINCES," prepared by Kidde Consultants, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence leaving said point of beginning so fixed and running with and binding along the boundary of the 5.9376 Recreation Area as shown on said Plat 27,

- 1) South 53 degrees 41 minutes 06 seconds East 225.96 feet,
- 2) South 42 degrees 23 minutes 49 seconds East 227.00 feet,
- 3) North 83 degrees 46 minutes 03 seconds East 321.45 feet,
- 4) South 47 degrees 36 minutes 08 seconds West 224.52 feet,
- 5) South 42 degrees 23 minutes 52 seconds East 304.40 feet,
- 6) South 42 degrees 23 minutes 52 seconds East 205.06 feet,
- 7) South 87 degrees 31 minutes 04 seconds West 301.20 feet,
- 8) North 47 degrees 08 minutes 38 seconds West 718.77 feet, and
- 9) North 09 degrees 52 minutes 55 seconds East 274.99 feet to the point of beginning.

Containing in all 5.9376 acres of land, more or less.

The above description was prepared from information shown on a plat entitled "Section Nine, Plat 27, THE PROVINCES," prepared by Kidde Consultants, Inc. and dated August 1986.

Being the same land described in Liber 3198, Folio 41

ANAREX, INC. 531-477

DEVELOPMENT SERVICES

ENGINEERS · SURVEYORS

EXPEDITORS · PLANNERS

503 RITCHIE HIGHWAY SUITE 1E
SEVERNA PARK, MARYLAND 21146-2096

July 29, 1988

DESCRIPTION OF SECTION TEN
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

Beginning for the same at a point along the East right of way of Citadel Drive, said point marking the North most corner of Section Ten, The Provinces," as prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the North boundary of said plat,

- 1) South 79 degrees 42 minutes 02 seconds East 69.74 feet,
- 2) South 27 degrees 10 minutes 15 seconds East 203.28 feet, and
- 3) North 78 degrees 59 minutes 02 seconds East 124.79 feet; thence running with and binding along the West right of way of Montreal Road as shown on said plat,
- 4) South 11 degrees 00 minutes 58 seconds East 372.41 feet to a point of curvature, and
- 5) Southeasterly 120.93 feet along the arc of a curve deflecting to the left having a radius of 410.00 feet and a chord of South 19 degrees 27 minutes 54 seconds East 120.49 feet; thence running with and binding along the South boundary of the aforesaid plat,
- 6) South 62 degrees 05 minutes 06 seconds West 103.91 feet,
- 7) South 28 degrees 28 minutes 16 seconds East 12.89 feet,
- 8) South 45 degrees 36 minutes 09 seconds West 148.80 feet,
- 9) South 89 degrees 18 minutes 06 seconds West 208.34 feet; thence running with and binding along the East right of way of said Citadel Drive as shown on the aforementioned plat,
- 10) North 00 degrees 41 minutes 54 seconds West 659.34 feet to a point of curvature, and

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- 11) Northerly 156.73 feet along the arc of a curve deflecting to the right having a radius of 816.50 feet and a chord of North 04 degrees 49 minutes 13 seconds East 156.49 feet to the point of beginning.

Containing in all 5.275 acres of land, more or less.

Being all that land shown and designated as "Section Ten, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

ANAREX, INC.

DEVELOPMENT SERVICES

ENGINEERS · SURVEYORS

EXPEDITORS · PLANNERS

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503 RITCHIE HIGHWAY SUITE 1E

SEVERNA PARK, MARYLAND 21146-2990

July 28, 1988

DESCRIPTION OF SECTION ELEVEN
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

Beginning for the same at a point marking the North most corner of Section Eleven, The Provinces as shown on a plat dated August 1986 prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County; thence leaving said point of beginning so fixed and running with and binding along the boundary of the aforesaid Section Eleven as shown on said plat,

- 1) South 46 degrees 20 minutes 33 seconds East 117.99 feet,
- 2) South 65 degrees 50 minutes 49 seconds East 167.15 feet,
- 3) North 88 degrees 34 minutes 17 seconds East 288.12 feet,
- 4) South 24 degrees 38 minutes 37 seconds East 45.00 feet,
- 5) South 65 degrees 21 minutes 23 seconds West 246.77 feet,
- 6) South 00 degrees 11 minutes 52 seconds West 277.73 feet,
- 7) South 58 degrees 05 minutes 08 seconds West 267.81 feet,
- 8) South 59 degrees 07 minutes 30 seconds West 391.69 feet,
- 9) North 30 degrees 52 minutes 30 seconds West 70.16 feet, and
- 10) North 62 degrees 58 minutes 08 seconds West 103.36 feet; thence running with and binding along the East side of Citadel Drive, 60 feet wide, as shown on the aforementioned plat,
- 11) Northeasterly 179.63 feet along the arc of a curve deflecting to the left having a radius of 345 feet and a chord of North 12 degrees 06 minutes 54 seconds East 177.60 feet to a point of tangency,
- 12) North 02 degrees 48 minutes 04 seconds West 197.92 feet to a point of curvature,

DESCRIPTION OF SECTION ELEVEN
THE PROVINCES
July 28, 1988

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- 13) Northeasterly 301.88 feet along the arc of a curve deflecting to the right having a radius of 310 feet of a chord of North 25 degrees 05 minutes 46 seconds East 290.09 feet to a point of tangency, and
- 14) North 52 degrees 59 minutes 36 seconds East 275.00 feet to the point of beginning.

Containing in all 10.06 acres of land, more or less.

Being all that land shown and designated as "Section Eleven, Plat 28, The Provinces," prepared by Kidde Consultants, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

-2-

Mail to

WOODS et AL

ANAREX, INC.
DEVELOPMENT SERVICES
ENGINEERS - SURVEYORS
EXPEDITORS - PLANNERS
503 RITCHIE HIGHWAY SUITE 112
SEVERNA PARK, MARYLAND 21146-2996

531 481

August 24, 1988

DESCRIPTION OF SECTION 15
FOUR SEASONS ESTATES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

Beginning for the same at a point along the North side of Waugh Chapel Road, said point of beginning marking the West most corner of "Plat Two of Two, Section 15, FOUR SEASONS ESTATES," prepared by Anarex, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence leaving said point of beginning so fixed and running with a part of the boundary of said plat,

- 1) North 18 degrees 10 minutes 16 seconds East 652.47 feet,
- 2) South 71 degrees 49 minutes 44 seconds East 100.00 feet,
- 3) North 18 degrees 10 minutes 16 seconds East 20.00 feet,
- 4) South 71 degrees 49 minutes 44 seconds East 40.00 feet,
- 5) North 18 degrees 10 minutes 16 seconds East 144.00 feet,
- 6) South 71 degrees 49 minutes 44 seconds East 25.65 feet,
- 7) South 16 degrees 08 minutes 21 seconds West 193.55 feet,
- 8) South 73 degrees 51 minutes 39 seconds East 100.00 feet,
- 9) North 16 degrees 08 minutes 21 seconds East 12.63 feet,
- 10) South 73 degrees 51 minutes 39 seconds East 40.00 feet,
- 11) South 16 degrees 08 minutes 21 seconds West 20.00 feet,
- 12) South 73 degrees 51 minutes 39 seconds East 200.00 feet,
- 13) North 16 degrees 08 minutes 21 seconds East 11.00 feet,
- 14) South 73 degrees 51 minutes 39 seconds East 60.00 feet,
- 15) South 28 degrees 51 minutes 39 seconds East 42.43 feet,
- 16) South 73 degrees 51 minutes 39 seconds East 150.65 feet,

FOUR SEASONS ESTATES
August 24, 1988

531 482

- 17) North 58 degrees 11 minutes 50 seconds East 33.49 feet,
- 18) South 10 degrees 15 minutes 20 seconds West 233.16 feet to a point marking the North most corner of "Plat One of Two, Section 15, FOUR SEASONS ESTATES," prepared by Anarex, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat One of Two,
- 19) South 79 degrees 44 minutes 40 seconds East 1,376.82 feet,
- 20) South 25 degrees 47 minutes 31 seconds East 203.35 feet,
- 21) South 67 degrees 56 minutes 20 seconds West 511.74 feet,
- 22) North 74 degrees 02 minutes 17 seconds West 621.68 feet,
- 23) South 08 degrees 52 minutes 07 seconds East 121.81 feet,
- 24) North 72 degrees 37 minutes 17 seconds West 474.66 feet,
- 25) South 27 degrees 26 minutes 33 seconds West 4.06 feet,
- 26) North 59 degrees 51 minutes 37 seconds West 25.11 feet,
- 27) North 63 degrees 15 minutes 17 seconds West 29.13 feet, and
- 28) North 67 degrees 56 minutes 44 seconds West 48.10 feet, to a point marking the South most corner of the aforementioned "Plat Two of Two," thence running with and binding along a part of the boundary of said Plat Two of Two and along the North side of the aforesaid Waugh Chapel Road as shown on said Plat Two of Two,
- 29) North 70 degrees 14 minutes 45 seconds West 34.32 feet,
- 30) North 72 degrees 58 minutes 56 seconds West 54.59 feet,
- 31) North 70 degrees 10 minutes 18 seconds West 20.19 feet,
- 32) Northwesterly 153.99 feet along the arc of a curve deflecting to the left having a radius of 858.51 feet and a chord of North 67 degrees 25 minutes 46 seconds West 153.79 feet, and
- 33) North 72 degrees 34 minutes 06 seconds West 516.71 feet to the point of beginning.

DESCRIPTION OF SECTION 15
FOUR SEASONS ESTATES
August 24, 1988

BOOK 531 PAGE 483

Containing in all 25.28 acres of land, more or less and intended to be all of Four Seasons Estates, Section 15.

Being a part of that property conveyed from James B. Mahon et al to Washington Homes, Inc., by Deed dated November 24, 1971 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2460, Folio 526.

Saving and excepting parcel 3 as described in The Inquisition recorded among the Land Records of Anne Arundel County, Maryland in Liber 1983, Folio 66.

The above description was prepared from information shown on plat entitled "FOUR SEASONS ESTATES, Section 15," prepared by Toups and Loiderman dated February 1978.

ANAREX, INC.

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E

SEVERNA PARK, MARYLAND 21146-2996

7

531 484

August 30, 1988

DESCRIPTION OF SECTION 16
FOUR SEASONS ESTATES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

Beginning for the same at a point marking the West most corner of "Plat One of Two, Section 16, FOUR SEASONS ESTATES," prepared by Anarex, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence leaving said point of beginning so fixed and running with a part of the boundary of said plat,

- 1) North 18 degrees 10 minutes 16 seconds East 707.90 feet, and
- 2) North 37 degrees 04 minutes 44 seconds East 63.39 feet to a point marking the West most corner of "Plat Two of Two, Section 16, FOUR SEASONS ESTATES," prepared by Anarex, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat Two of Two,
- 3) South 65 degrees 05 minutes 21 seconds East 13.53 feet to a point of curvature,
- 4) Southeasterly 95.21 feet along the arc of a curve deflecting to the left having a radius of 621.90 feet and a chord of South 69 degrees 28 minutes 30 seconds East 95.12 feet to a point of tangency;
- 5) South 73 degrees 51 minutes 39 seconds East 5.90 feet; thence running with and binding along the South boundary of the 5.587 acre open space as shown on the aforesaid Plat Two of Two,
- 6) North 48 degrees 44 minutes 54 seconds East ^{87.99} ~~464.57~~ feet, ✓
6) North 56 degrees 03 minutes 46 seconds East 464.57 feet
- 7) North 75 degrees 17 minutes 54 seconds East 274.09 feet, and
- 8) North 64 degrees 49 minutes 02 seconds East 90.15 feet; thence running with and binding along a part of the boundary of the aforesaid Plat Two of Two,
- 9) South 25 degrees 47 minutes 31 seconds West 940.63 feet,

SECTION 16
FOUR SEASONS ESTATES
August 30, 1988

531 485

- 10) South 64 degrees 12 minutes 29 seconds West 119.33 feet,
- 11) North 79 degrees 44 minutes 40 seconds West 637.04 feet,
- 12) South 10 degrees 15 minutes 20 seconds West 15.49 feet, to a point marking the East most corner of the aforementioned Plat One of Two; thence running with and binding along a part of the boundary of said Plat One,
- 13) South 10 degrees 15 minutes 20 seconds West 565.01 feet,
- 14) South 58 degrees 11 minutes 50 seconds West 33.49 feet,
- 15) North 73 degrees 51 minutes 39 seconds West 150.65 feet,
- 16) North 28 degrees 51 minutes 39 seconds West 42.43 feet,
- 17) North 73 degrees 51 minutes 39 seconds West 60.00 feet,
- 18) South 16 degrees 08 minutes 21 seconds West 11.00 feet,
- 19) North 73 degrees 51 minutes 39 seconds West 200.00 feet,
- 20) North 16 degrees 08 minutes 21 seconds East 20.00 feet,
- 21) North 73 degrees 51 minutes 39 seconds West 40.00 feet,
- 22) South 16 degrees 08 minutes 21 seconds West 12.63 feet,
- 23) North 73 degrees 51 minutes 39 seconds West 100.00 feet,
- 24) North 16 degrees 08 minutes 21 seconds East 193.55 feet,
- 25) North 71 degrees 49 minutes 44 seconds West 25.65 feet,
- 26) South 18 degrees 10 minutes 16 seconds West 144.00 feet,
- 27) North 71 degrees 49 minutes 44 seconds West 40.00 feet,
- 28) South 18 degrees 10 minutes 16 seconds West 20.00 feet, and
- 29) North 71 degrees 49 minutes 44 seconds West 100.00 feet to the point of beginning.

Containing in all 25.326 acres of land, more or less, and intended to be all of FOUR SEASONS ESTATES, Section 16.

DESCRIPTIONS OF SECTION 16
FOUR SEASONS ESTATES
August 30, 1988

BOOK 531 PAGE 486

Being a part of that land conveyed from James B. Mahon et al to Washington Homes, Inc. by Deed dated November 24, 1971 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2460, Folio 526.

Saving and excepting parcel 4 as and described in the Inquisition recorded among the Land Records of Anne Arundel County, Maryland in Liber 1983, Folio 66.

The above description was prepared from information shown on plats entitled "FOUR SEASONS ESTATES, Section 16," prepared by Toups and Loiderman dated February 1978.

PARCEL 2

Beginning for the same at a point marking the East most corner of "FOUR SEASONS ESTATES, Section 16, Plat Two of Two," prepared by Toups and Loiderman, February 1978; said point of beginning also marks the North end of the South 25 degrees 47 minutes 31 seconds East 152.82 foot line of the 1.10345 acre parcel to be conveyed to Anne Arundel County as shown on an identification plat of parcels to be traded by Washington Homes, Inc. and the Board of Education prepared by Toups and Loiderman and dated September 1976; thence leaving said point of beginning so fixed and running with and binding along the boundary of the 1.10345 acre parcel as shown on the last herein mentioned plat.

- 1) South 25 degrees 47 minutes 31 seconds East 152.82 feet,
- 2) North 79 degrees 44 minutes 40 seconds West 823.45 feet,
- 3) North 10 degrees 15 minutes 20 seconds East 53.34 feet,
- 4) South 79 degrees 44 minutes 40 seconds East 637.04 feet, and
- 5) North 64 degrees 12 minutes 29 seconds East 119.33 feet to the point of beginning.

Containing in all 1.10345 acres of land, more or less.

The above description was prepared from information shown on a plat entitled "Identification Plat, of parcels to be traded by Washington Homes, Inc. and Board of Education" and dated September 1976.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 15, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Woodbridge Construction Corporation
Address 2444 Solomon Island Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name Farmers First Bank
Address 9 East Main Street, Lititz, PA 17543
ATTN: Richard M. Cloney, Executive Vice President
Person And Address To Whom Statement Is To Be Returned If Different From Above STAGE

RECORD FEE 11.00
1.50
#356140 0345 R01 113151
09/02/88

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
all of Debtor's right, title and interest in, and to exercise its rights and remedies under any and all licenses, permits, contracts and agreements with or from all boards, public utilities, agencies, departments, governmental or otherwise, whether heretofore or hereafter issued or executed, together with all amendments, modifications or addenda to any of them, and all of Debtor's right, title and interest in, and to exercise its rights and remedies under the Engineer's Agreement by and between Debtor and Landtech, Inc., Engineer and dated August 15, 1988, including all amendments, modifications or addenda thereto; and all of Debtor's right, title and interest in, and to exercise its right and remedies under the Land Sales Agreement by and between Debtor and The Ryland Group, Inc. and dated August 15, 1988, including all amendments, modifications or addenda thereto.
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

A. John Buscuso, Pres
(Signature of Debtor)

A. John Buscuso, Pres
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

R. M. Cloney, E.V.P.
(Signature of Secured Party)

Richard M. Cloney, E.V.P.
Type or Print Above Name on Above Line

11
5

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 31, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Woodbridge Construction Corporation
Address 2444 Solomon Island Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name Farmers First Bank
Address 9 East Main Street, Lititz, PA 17543
Richard M. Cloney, Executive Vice President
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) all personal property owned by Debtor, or in which Debtor has an interest, including, but not limited to, all equipment, machinery, furniture and fixtures (together with all related attachments, accessories, equipment, tools and parts), any balances in any deposit accounts with Secured Party or its agents, all goods, inventory, instruments, monies, securities, documents, chattel paper, accounts, contract rights, leases, general intangibles, whether now owned or hereafter acquired, wherever located, and all the proceeds (including insurance proceeds) and products thereof.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#356150 (345 R01 T13451)

John Buscuso, Pres
(Signature of Debtor)

John Buscuso, Pres
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Richard M. Cloney EVP
(Signature of Secured Party)

Richard M. Cloney
Type or Print Above Name on Above Line

09/02/88

Handwritten initials or mark.

BOOK 531 PAGE 489

274400

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Madison Leasing Co., Inc. 32 Central Avenue Midland Park, NJ 07432	2 Secured Party(ies) and address(es) Citizens First National Bank of New Jersey 208 Harristown Road Glen Rock, NJ 07452	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property All of Debtor's right, title and interest in and to all of the equipment listed on Schedule A attached hereto or subject to the Master Lease Agreement (as hereinafter defined), together with all replacements thereof and all accessories, additions, substitutions, parts and accessions affixed to or used in connection with any such equipment, all instruments, documents of title, securities, chattel paper or other property relating to the equipment, and any proceeds thereof, including without limitation any and all insurance proceeds. Master Lease Agreement shall mean the Master Lease Agreement between Debtor and Cotton Ginny International, Inc. dated as of January 21, 1987, and any additions, supplements, extensions, renewals and/or modifications thereto.		5 Assignee(s) of Secured Party and Address(es) RECEIVED FEE 25.00 POSTAGE .50 R352790 0745 R01 11:49
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with Anne Arundel County Clerk 07/02/89

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented: 5

Madison Leasing Co., Inc. _____ Citizens First National Bank of New Jersey
 By: [Signature] PLOJ Title: _____
 Signature(s) of Debtor(s) Richard DeBel, Asst. Vice President
 STANDARD FORM - FORM UCC-1.

7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3683
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3569
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3746
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3570
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3447
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3727
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3745
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3711
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3750
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3735
7024	Split baud Rate Modem including internal and external cables	
7921	Magnetic Stripe Readers	
8885-A	MV/7800C, 4.0 MB Memory, AOS/VS Right to Use License	54691-2199
8900	2.0 MB Memory	
6239	Winchester 592 MB Disk Drive and Controller	
6239-A	592 MB Disk	C1053547
6026	Dual Mode Tape Drive	
4368	16 port Multiplexor (IAC-16)	
4370-A	16 port Multiplexor (IAC-16)	
4372-A	Terminal Connection Box for IAC	

<u>Model #</u>	<u>Description</u>	<u>Serial #</u>
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3740
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3446
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3747
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3687
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3707
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3581
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3571
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3742
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3567
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3706
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3694
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3445
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3741
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3589
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3725
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3734
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3726
7991	Fujitsu Master Unit including 8-line plasma display, 63-character keyboard	3682

8745-A	Battery Backup Unit	
ESP6210	Espirit Screens & Keyboards (emulates D.G. functions for use with CEO)	4200260-31
ESP6210	Espirit Screens & Keyboards (emulates D.G. functions for use with CEO)	4200263-31
ESP6210	Espirit Screens & Keyboards (emulates D.G. functions for use with CEO)	4200268-31
ESP6210	Espirit Screens & Keyboards (emulates D.G. functions for use with CEO)	4200270-31
ESP6210	Espirit Screens & Keyboards (emulates D.G. functions for use with CEO)	4200275-31
ESP6210	Espirit Screens & Keyboards (emulates D.G. functions for use with CEO)	4200279-31
6393	Espirit System Console (D411 CRT)	6162932
6393	D/411 Screen & Keyboard	
4364	600 lpm Band Printer	C53264
TI880	300 cps Serial Printer with Cable and Paper Tray	4988260001
ABC	STS Modem Switch	14561
2400	Reels of Magnetic Tape (2400')	
1344-A	Single Bay Cabinet	54691-2199
1261-8	8-Channel Stat-Mux with Composite Cable	275506
9600 S/A	9600 Baud Modem (stand alone)	
4380	ISC/2 Synchronous Controller	
10246-B	RS232 Modem Cable for the 4380	
801-UDS	Automatic Calling Unit (serial)	5030
MTAC	Cable for 801-ACU	
201-C S/A	2400 Baud Modem	419857
201-C S/A	2400 Baud Modem	419875
10246-B	RS232 Modem Cable for the 201-C S/A	

3900	AOS/VS Support Package with Microcode Subscription Service
3910	AOS/VS Infos II Support Package
3910-F	Infos II Right to Use License
3915	AOS/VS Sort/Merge Support Package
3915-F	Sort/Merge Right to Use License
3924	RJE 80 Support Package (Installation T/M)
3924-F	RJE-80 RTU License

Software Configuration: The following six (6) Software Modules are included

R6VER	Store Package (R6 Version)	
RELSA2	Sales Audit	
APR	Accounts Payable	
GL9	General Ledger & Financial Reporting	
	Polling of Fujitsu Registers	
	Ticket Printing	
8900	2MB Memory Add-on	
8746-A	Battery Back-up	54691-2199
6348-A	Keyboard	B315906
4380	ISC/2	
9600	9600 Baud Modem	419997
M02035 01	Control Printer	86110187
M02049-01	Display Terminal	87020086
M00403-01	Extend Stacker	87020019
CDHQCC21	Quad Channel Module	000001
CDHQCC21	Quad Channel Module	000002
4370 IAC-16	16-port Multiplexor (RS232 & 20MA)	0077752002
4372-A	Terminal Connect Box for 16 Ports & Rack	0077752002

531 494

Such Equipment shall be located at the following location :

Marley Station
7900 Governor Ritchie Hwy., Ste. A111
Glen Burnie, MD 21061

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

Not subject to recordation tax

This financing statement Dated 08-11-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Radix Group International Inc.
Address 418 Third Street Annapolis, Maryland 21403

2. SECURED PARTY

Name Whirlpool Leasing Services, Inc.
Address 17177 North Laurel Park Drive, Suite 233 Livonia, MI 48152

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See attached Equipment Schedule "A" for complete description

RECORD FEE 13.00
8173570 CTTT R03 714:52
09/02/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor (handwritten: M P. Shppard)

Matthew Shppard, Vice President/Treasurer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party (handwritten: Sean M. Brady)

Sean M. Brady, Area Manager
Type or Print Above Signature on Above Line

13-



Radix Group International Inc.
Equipment Schedule "A"

Digital Equipment Corp. ("DEC") computer equipment consisting of:

One (1) new DEC RA82AA Disc Drive with 622 MB Disk, 120V/60HZ,
NO CAB, serial no. CX74933624

Two (2) new DSRVSBA floor MNT Decserver 500:ba, serial nos.
AS82702512, AS82702513

Five (5) new CXY08AA RS232 Factory Install 8-Line Async, serial
nos. AS82104048, AS82003674, AS82104010, AS82104055, AS82003899

Six (6) new CXA16AA DEC 423 Factory Install 16 Line Async, serial
nos. AS82206178, AS82205845, AS82306276, AS82105539, AS82306337,
AS82206172

Seventy-five (75) new VT320CA Keyboards, serial nos:

B081410048, B081414031, B081414047, B081414048, B081414049,
B081414050, B081414051, B081414052, B081414053, B081414054,
B081414058, B081414059, B081414060, B081414061, B081414204,
B081414205, B081414206, B081414207, B081414208, B081414209,
B081414210, B081417130, B081417132, B081417133, B081417134,
B081417135, B081417137, B081417138, B081417139, B081417140,
B081417141, B081417142, B081417143, B081417144, B081417145,
B081417146, B081417147, B081417148, B081417149, B081417150,
B081417151, B081417152, B081417169, B081417170, B081417171,
B081417172, B081417173, B081417174, B081417175, B081417177,
B081417178, B081417179, B081417180, B081417181, B081417182,
B081417183, B081417188, B081417189, B081417192, B081417193,
B081417194, B081417195, B081417203, B081417204, B081417208,
B081417252, B081417278, B081417279, B081417293, B081417324,
B081417336, B081417354, B081417355, B081417357, B081417358.

Seventy-five (75) new VT320, Kyd, Amber Terminals, serial nos:

TA824C4831, TA824C4854, TA824C4857, TA824C4931, TA824C4934,
TA824C4940, TA824C4945, TA824C4969, TA824C4976, TA824C1984,
TA824C5034, TA824C5036, TA824C5055, TA824C5058, TA824C5060,
TA824C5087, TA824C5094, TA824C5123, TA824C5124, TA824C5131,
TA824C5132, TA824C5138, TA824C5143, TA824C5152, TA824C5154,
TA824C5155, TA824C5161, TA824C5163, TA824C5168, TA824C5170,
TA824C5171, TA824C5177, TA824C5184, TA824C5190, TA824C5223,
TA824C5239, TA824C5281, TA824C5318, TA824C5446, TA824C5457,
TA824C5483, TA824C5487, TA824C5496, TA824C5519, TA824C5520,
TA824C5523, TA824C5534, TA824C5555, TA824C5569, TA824C5573,
TA824C5575, TA824C5578, TA824C5583, TA824C5586, TA824C5587,
TA824C5593, TA824C5595, TA824C5608, TA824C5609, TA824C5616,
TA824C5624, TA824C5625, TA824C5628, TA824C5629, TA824C5657,
TA824C5664, TA824C5669, TA824C5671, TA824C5680, TA824C5690,
TA824C5699, TA824C5715, TA824C5718, TA824C5721, TA824C5733.

Whirlpool Leasing Services, Inc. AMB

Radix Group International Inc. MPS

One (1) new QKD04UZ Decnet - Vax E/N Lic W/W
One (1) new MS86DA, 64 MB Memory Module, serial no. Z673300269
One (1) new DELUAM Unibus Ethernet Adapter
One (1) new CKDELUAKM CAB KIT 8" Cable
One (1) new DELNIAA Local Network Interconnect
Two (2) new BNE3L05 Cable
One (1) new DMR11M, Single Line Decnet Interface
One (1) new CKDMR11AD Cabinet Kit RS232 VAX, PDP11
One (1) new DD1DK 9 Slot Expansion Backplane for BA11
All Attachments and Accessories

One (1) Logcraft 386 Ware 8 User PC Emulator

Twelve (12) new 19,200 Paradyne Defender Modems, serial nos. 578144,
578148, 578160, 578161, 578163, 578145, 578150, 578147,
578158, 578159, 578146, 578157.

Four (4) new QSM14840 48 Port Quad Link Multiplexor, serial nos. C5756,
C5757, C5754, C5755.

Four (4) new QSM Expander Chassis 115/230V, serial nos. C5753, C5759,
C5770, C5769.

Five (5) new M30810 W/Network Config & w/ cable, serial nos. C2497, C2498,
C2496, C2500, C2499.

Fifty (50) new MQA 4 Port I/O Cards w/Ext. Diagnostics

Whirlpool Leasing Services, Inc.

AMB

Radix Group International, Inc.

MPS

Sunset Ridge Apartments
A Limited Partnership

Anne Arundel Co. Maryland

FINANCING STATEMENT

Fee No

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>CARDINAL INDUSTRIES, INC. .333 South Hammonds Ferry Road Glen Burnie, Maryland 21061</p> <p>2040 South Hamilton Road Columbus, Ohio 43232</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>EQUITABLE BANK, N.A. 100 South Charles Street Baltimore, Maryland 21201</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (If any) and Address</p>

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

RECORD FEE 13.00
POSTAGE .50
#173660 CT17 R03 T14:59
09/02/88

(Cont'd)

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: _____
- 6. This transaction (is) (~~is not~~) exempt from the recordation tax
Principal amount of debt initially incurred is: N/A
- 7. RETURN TO: Weinberg and Green (~~W&G~~)
CEE
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

CARDINAL INDUSTRIES, INC.
(Type Name)

By: Joseph V. Collins
Joseph V. Collins
Assistant Secretary
(Type Name and Title of Person Signing)

8/26/ 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

1350

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

SCHEDULE B

BOOK 531 PAGE 500

Sunset Ridge Apartments of York Co.
A Limited Partnership

Finished building components consisting of 64 units:

38(Thirty-Eight) 1-Bedroom	S/N 5132-5137,5144-5149,5151-5155,5159-5160,5164-5168, 5176-5180,5184-5185,5187-5189,5191-5194.
9(Nine) 1-Bedroom Tolliver	S/N 5139-5142,5161-5162,5169-5170,5186.
2(Two) 1-Bedroom BF	S/N 5163,5190.
10(Ten) 1-Bedroom Rev.	S/N 5157-5158,5171-5175,5181-5183.
1(One) 2-Bedroom MS	S/N 5143.
2(Two) 2-Bedroom	S/N 5138,5150.
1(One) Mngrs Apt. w/Den	S/N 5131
1(One) Laundry	S/N 5156

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) Peters, Inc.	2. Debtor(s) Complete Address(es) 1400 Parker Road Baltimore, Maryland 21227	
3. & 4. Secured Party(ies) and Complete Address(es) CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840 <i>ATTENTION: COMMERCIAL LOAN DEPT.</i>	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) <i>[Handwritten mark]</i>	
7. This financing statement covers the following types (or items) of property: (Describe) Two (2) mobile lifting platforms - HEK Twin Mast Models MS3000 with serial numbers 8801201 and 8802203		
8a. (XX) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF Anne Arundel County County; Other <u>SDAT</u>		
9. Transaction is (X) is not (), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>100,000.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s) Peters, Inc. <hr/>		
By: <i>[Signature]</i> C. Peter Clark, President Signature(s) of Secured Party(ies) or Assignee(s) <i>[Signature]</i> By Vice President Thomas J. Huber, Jr. (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
I hereby certify that I paid recordation tax in the amount of \$500.00 to the Clerk of the Circuit Court of Baltimore County, Towson, Maryland 21204		
FILING OFFICER COPY		
DB-30 Printed in U. S. A.		

RECORD FEE 11.00
POSTAGE .50
#173700 0777 R03 T15:03
09/02/88

17.50



TO BE

NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

Anne Arundel County
RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 20,000.00

FINANCING STATEMENT

274404

531 PAGE 502

Michael P. Shea

Name or Names—Print or Type

1. Debtor(s):

10340 Lincoln Annapolis, MD 21401
Address—Street No., City—County, State Zip Code

2. Secured Party:

Thomas J. Rossi, Ernest L. Moyer, Jr.
~~Thomas Raschiatoro~~, Amy Rickert
Name or Names—Print or Type
c/o Southgate Industrial Park
2121 Wicomico Street, Baltimore City MD 21230
Address—Street No., City—County, State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See attached.

4. If above described personal property is to be affixed to real property, describe real property.
N/A

RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE .50
4175730 CITY R03 715:07
09/02/88

5. If collateral is crops, describe real estate.
N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Michael P. Shea 22 July 1988

SECURED PARTY:

Thomas J. Rossi

Ernest L. Moyer, Jr.

~~Thomas Raschiatoro~~ al. em

Amy Rickert

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Thomas S. Spencer, 1600 Maryland National Bank Bldg.
Baltimore, MD 21202

140 SW

Certain assets of Debtor's woodworking business, specifically all accounts receivable (both currently existing and those to be acquired or created in the future), and all present and future work in progress and inventory, and a woodworking machine known as an Edgebender Model 1403 (Serial Number 23731988), used in Debtor's woodworking business, and all substitutions, accessions, replacements, and proceeds of all of the foregoing.

STATE OF MARYLAND

BOOK 531 PAGE 504

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265286

RECORDED IN LIBER Book 508 Page 519 Anne Arundel County Feb 20 1987
FOLIO ON (DATE)

1. DEBTOR

Name Monias, Jonathon S.
Address 915 Chesapeake Ave. Annapolis, Maryland 21043

A

2. SECURED PARTY

Name Mobil Oil Corp.
Address P.O. Box 839, Valley Forge, PA 19482

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
#173740 5717 R03 715:07
09/02/88

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Barb Hutchins, CREDIT MANAGER

Dated Aug 15, 1988

Barb Hutchins
(Signature of Secured Party)

Type or Print Above Name on Above Line

10-50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
Sundance Corporation
1183 Annapolis Road
Odenton, Maryland 21113

2 Secured Party(ies) and address(es)
Bell Atlantic TriCon
Leasing Corporation
95 N Route 17 South
Paramus, NJ 07652

For Filing Officer (Date, Time, Number, and Filing Office):

4 This financing statement covers the following types (or items) of property:

See Attached Schedule "A"

5 Assignee(s) of Secured Party and Address(es)
11.00
POSTAGE .50
#173550 0777 R03 114:51
09/02/98

#35427

~~Signature~~ MD

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which it security interest was perfected

Filed with:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Sundance Corporation

Bell Atlantic TriCon Leasing Corporation

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical.

STANDARD FORM - FORM UCC-1.

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION,
and Sundance Corporation
Dated July 28, 1988

<u>QTY</u>	<u>DESCRIPTION</u>
1	C-4 CORRELATOR
1	RCV 4 CONVEYOR 60 FEET
20 FT	ADDITIONAL RCV 4 CONVEYOR
1	SET HUB CAP ROCKER PANEL BRUSHES
1	S-40 MITTER
1	SET SAFETY WASHERS
1	TOP BRUSH
1	COMPUTER BOARD

BOOK 531 PAGE 507

271406

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Codes. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) MORE, FRED A. AND MARIE C. 565 HARWOOD ROAD HARWOOD, MD 20776	2. Secured Party(ies) and address(es) FIRST NEW ENGLAND FINANCIAL CORPORATION 130-134 OLD POST ROAD SOUTHPORT, CT 06490	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: THE WHOLE OF THAT CERTAIN DIESEL SCREW VESSEL IDENTIFIED AS 1981 CTF MARINE LTD. , HULL# ADF48615128-P AND ALL OTHER MACHINERY, BOATS, EQUIPMENT, AND OTHER APPURTENANCES THEREUNTO BELONGING AND ANY AND ALL ADDITIONS AND IMPROVEMENTS HEREAFTER MADE.		RECORD FEE 12.00 POSTAGE .50 #173680 CT17 R03 T15:01 09/02/99 5. Assignee(s) of Secured Party and Address(es) CITYTRUST 961 MAIN STREET BRIDGEPORT, CT 06601

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
 Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with:

FRED A. MORE MARIE C. MORE FIRST NEW ENGLAND FINANCIAL CORPORATION
 By: Fred A. More Marie C. More By: Samantha Lucas
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

(This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	<input type="checkbox"/> The Debtor is a transmitting utility
1. Debtor(s) Last Name First and Address(es) MOORE JR TERRY D. SIMPKINS DEBORAH A. HOLIDAY MOBILE ESTATES, LOT C65 JESSUP MD 20794	2. Secured Party(ies) Name(s) and Address(es) VIRGINIA MOBILE HOMES, INC. 9720 LEE HWY. FAIRFAX, VIRGINIA 22031	4. For Filing Office Use: Date Time No. Filing Office RECORD FEE 12.00 #173690 0777 #03 7:15:02 09/02/89	
5. This Financing Statement covers the following types (or items) of property 1982 LIBERTY -0- 14 X 56 SERIAL # 09L19361 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input checked="" type="checkbox"/> Products of the Collateral are also covered.			6. Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE VA 22191
8. Describe Real Estate Here:	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.	9. Name of a Record Owner	<input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)
No. & Street Town or City County Section Block Lot	10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		
MOORE JR TERRY D. SIMPKINS DEBORAH A. VIRGINIA MOBILE HOMES, INC.		Signature(s) of Debtor(s) By <i>Hershel McArthur - Pres.</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	
(1) FILING OFFICER COPY—NUMERICAL STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania			

(3/83)

This FINANCING STATEMENT is prepared to a Filing Office, for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The Debtor is a transmitting utility.

1 Debtor(s) (Last Name First) and Address(es)
Linthicum Gulf Inc.
t/a Linthicum Chevron
500 S. Camp Meade Rd
Linthicum, MD 21090

2 Secured Party(ies) Name(s) and Address(es)
National Bank of Boyertown
P. O. Box 547
Philadelphia & Reading Aves.
Boyertown, PA 19512
Attn:

4 For Filing Office (Date Time No. Filing Office)

RECORD FEE 12.00
POSTAGE .50
#173580 0717 R03 114:53
09/08/88

5 This Financing Statement covers the following types for items of property:
1) ITT Aries 401 Key Service Unit
1) Power Surge Protector
3) ITT Standard Aries Telephones
1) Power Supply

6 Assignee(s) of Secured Party and Address(es)

7 The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals in the like (including oil and gas) is on.
*(Describe Real Estate in Item 8.)

Products of the Collateral are also covered

8 Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records.

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected; or
 acquired after a change of name, identity or corporate structure of the Debtor; or
 as to which the filing has lapsed; or
already subject to a security interest in another jurisdiction:
 when the Collateral was brought into this State; or when the Debtor's location was changed to this State.

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignor(s) and Consignor(s); or
 Lessee(s) and Lessor(s).

Linthicum Gulf Inc. t/a Linthicum Chevron NATIONAL BANK OF BOYERTOWN
By *Edward J. Nelson* *James P. [Signature]* By *Loose MANAGER*
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) FILING OFFICE COPY - NUMERICAL
(5 83)

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) HENRY WILLIAM SEAY, JR. 1277 LAVALL DRIVE DAVIDSONVILLE, MARYLAND 21035	2 Secured Party(ies) and Address(es) WASHINGTON FREIGHTLINER, INC P.O. BOX 3606 CAPITOL HEIGHTS, MD. 20791	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #273560 0777 R03 T14:52 09/02/88 5 Assignee(s) of Secured Party and Address(es) associates commercial corp P.O. BOX A COLLEGE PARK, MARYLAND 20740
4 This financing statement covers the following types (or items) of property: 1988 FREIGHTLINER FLC 12064 SER. # 1FVN2WY94JH323142 1988 R/S DUMP BODY SER. # 88071193 DOCUMENT NOT SUBJECT TO RECORDATION AX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected.

134484-4

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

By: Henry William Seay, Jr. Signature(s) of Debtor(s)

By: [Signature] Signature(s) of Secured Party(ies)

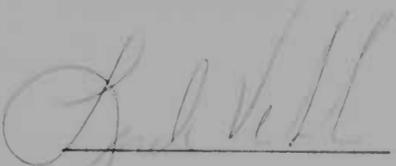
Filing Officer Copy-Alpha 1/50

274410

1. Name(s) of Debtor: Linda Verbeten
Address(es): Crownsville, Maryland 21032
2. Name of Secured Party: CITICORP INFORMATION RESOURCES, INC.
Address: Four Stamford Forum
Twelfth Floor
Stamford, Connecticut 06901
3. This Financing Statement covers the following types (or items) of property:
 - (a) all right, title and interest of Debtor in and to the name "Data-Link," the name "InsureLink" and all variations thereof;
 - (b) all patents, registered and common law trademarks, service marks, trade names, copyrights, trade secrets and other similar rights of Debtor subsisting in the software described in item (c) below, together with (i) any applications for each of the foregoing and (ii) all goodwill, know-how, trade secrets and confidential information associated therewith; and
 - (c) the computer software programs of Debtor, including without limitation any ownership interest of Debtor in any computer software programs of InsureLink, Inc., together with (i) all object code and source code relating thereto including flow charts, logic diagrams and programmers' notes in Debtor's possession and (ii) all systems documentation manuals, functional and detailed design specifications, sales brochures, implementation planning guides, terminal operator guides and other documentation relating thereto.
4. Not subject to recordation tax.

Debtor:

LINDA VERBETEN



Secured Party:

CITICORP INFORMATION
RESOURCES, INC.

By: _____

RECORD FEE 11.00
POSTAGE .50
#173390 0777 R03 114:08
09/02/88

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: J.W. Thompson Webb

PLEASE RECORD AS FOLLOWS:

- /1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
- /2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

11.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269128

RECORDED IN LIBER 516 FOLIO 160 ON August 17, 1987 (DATE)

1. DEBTOR

Name Universal T.V. Rental, Inc.

Address 7403 Ritchie Highway, Glen Burnie, MD

2. SECURED PARTY

Name Transamerica Commercial Finance Corp.

Address 110 Boggs Lans, Suite 100

P.O. Box 46382, Cincinnati, OH 45246

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
#272690 C237 R02 T09:11
09/06/88

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: General Electric Capital Corporation 260 Long Ridge Road Stamford, CT 06902</p>	

52 JAMES ST
ALBANY, N.Y. 12202

02F1397-7823

(67)

Dated 8-26-88

Paula White
f/k/a Borg (Signature of Secured Party) Corp.
Transamerica Commercial Finance Corp.
Type or Print Above Name on Above Line

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 485 Page No. 320
Identification No. 256726 Dated 5/13/85

1. Debtor(s) { St. James Construction Co., Inc.
Name or Names - Print or Type
P.O. Box 611 Severna Park, MD 21146
Address - Street No. City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names - Print or Type
P.O. Box 1596 Baltimore, MD 21203
Address - Street No. City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .50
#272870 C237 R02 T10:07
09/06/88

Dated: June 12, 1987

THE FIRST NATIONAL BANK OF MARYLAND
(Name of Secured Party)

Patricia A. Brian
(Signature of Secured Party)

Patricia A. Brian, Vice President
Type or Print (Include Title if Company)

10.00

BS-1216D-8406

Return to: *Candace J. Chudney*
PO Box 1524
Annapolis Md 21404

FINANCING STATEMENT

BOOK 531 PAGE 514

271414

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be recorded in the: (1) Financing Statement Records of the Maryland Department of Assessments and Taxation _____
(2) Financing Statement Records of Anne Arundel County, MD X

1. NAME AND ADDRESS OF DEBTOR:

JUDY MARIE MILLS
1280 Crossover Drive
Edgewater, Maryland 21037

2. NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401

3. This Financing Statement covers all of the following property of the Debtor:

- A. INVENTORY. All of the Debtor's inventory both now and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. ACCOUNTS. All of the Debtor's accounts (including, without limitation, all notes, notes

RECORD FEE 13.00
POSTAGE .50
#273170 C237 R02 T11:54
09/06/88

13⁰⁰
33

receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

- C. GENERAL INTANGIBLES. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. CHATTEL PAPER. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all

531 516

property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and cash and non-cash proceeds thereof.

E. ALL EQUIPMENT AND FIXTURES. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to or located in the stores leased by Pledger in 14 Mayo Road, Maryland, 21037.

BOOK 531 PAGE 517

4. Subject to recordation tax on the principal amount of FORTY FIVE THOUSAND DOLLARS AND 00/100 (\$45,000.00), which recordation has been paid to Anne Arundel County.

Date: _____

DEBTOR:

Witness:

By: Judy Marie Mills (SEAL)

RETURN TO:

MICHAEL R. ROBLYER, P.A.
Attorney at Law
7 Willow Street
Annapolis, Maryland 21401

FINANCING STATEMENTORIGINAL COUNTERPARTS
TO BE RECORDED IN THE:

NOT SUBJECT TO RECORDATION TAX

- (1) FINANCING STATEMENT RECORDS
OF THE STATE OF MARYLAND DEPARTMENT
OF ASSESSMENTS AND TAXATION
- (2) FINANCING STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND
- (3) LAND RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. Name and Address of Debtor: TKB Partnership
c/o Fawcett Boat Supplies, Inc.
110 Compromise Street
Annapolis, MD 21401

2. Name and Address of Secured Party: Perpetual Savings Bank, F.S.B.
c/o Perpetual Mortgage Company
1951 Kidwell Drive, Suite 400
Vienna, Virginia 22180-3930

RECORD FEE 20.00
POSTAGE .50
#273440 0237 R02 T15:59
09/06/88

Attention: Ralph G. Falcone
Assistant Vice President

3. This Financing Statement covers the following types (or items) of property:

All equipment, fixtures, furnishings, inventory and articles of personal property (hereinafter referred to as the "Personal Property") now or hereafter attached to or used in or about the building, buildings and other improvements and all modifications, additions, restorations and replacements thereof (such building, buildings and other improvements being hereinafter referred to as the "Improvements") now or hereafter placed or erected on the real property (hereinafter referred to as the "Land") described in Exhibit A attached hereto and by this reference made a part hereof which are necessary or useful for complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached or used, or which are or may be used in or related to the planning, development, financing, sale, or the operation thereof; all renewals, replacements or substitutions for any of the foregoing whether or not the same are or shall be attached to the Land or Improvements; all water and water rights, timber, crops, and mineral interests pertaining to the Land; all building materials and equipment now or hereafter delivered and intended to be installed in or on the Land or the Improvements; all plans and specifications for the Improvements; all contracts relating to the Land, the Improvements or the Personal Property, or to be built thereon, together with any earnest money deposits payable thereunder; all deposits (including tenant's security deposits), bank accounts, funds, documents, contract rights, accounts, commitments, construction contracts, architectural agreements, engineering contracts, general intangibles (including, without limitation, trademarks, trade names and symbols), and instruments, notes or chattel paper arising from or related to the Land, the Improvements or the Personal Property; all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Land, the Improvements or the Personal Property; all proceeds arising from or by virtue of the sale, lease or other disposition of all or any portion of the Land, the Improvements or the Personal Property; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Land, the Improvements or the Personal Property; all proceeds arising from the taking of any of the Land, the Improvements or the Personal Property or any rights pertinent thereto by condemnation, right of eminent domain or by private or other purchase in lieu thereof including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; all right, title and interest of Debtor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; all of the leases, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including without limitation, cash or securities deposited pursuant to contracts of sale or leases to secure performance by the vendees

20⁰²

or lessees of their obligations thereunder; all consumer goods located in, on or about the Land or the Improvements or used in connection with the use or operation thereof; all rights, hereditaments and appurtenances pertaining to the foregoing; all rights and interests of Debtor arising under the partnership agreement creating and governing Debtor, including without limitation, the rights to receive contributions or other payments of money or property owing to Debtor by any of the partners of Debtor; and all other interest of every kind and character that Debtor now has or at any time hereafter acquires, in and to the Land, the Improvements and the Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property. If the estate of Debtor in any of the above-described property is a leasehold estate (hereinafter referred to as the "Leasehold Estate"), the lien created hereby shall encumber all additional title, estate, interest, and other rights which may hereafter be acquired by Debtor in the property demised under the lease creating the Leasehold Estate.

ALSO:

- (a) All fidelity bonds, performance bonds, insurance policies and binders for insurance and claims for losses thereunder;
- (b) All permits, licenses and approvals from state, federal and local authorities of any type, and all rights of Debtor now or hereafter to receive utility services;
- (c) All warranties on any personal property of Debtor conveyed by Debtor to Secured Party;
- (d) All right, title and interest, if any, of Debtor in and to all site plans, drawings, plans, specifications and studies prepared by all architects, all reports, surveys and studies made by all engineers, and all other plans, soil test reports, specifications, engineering plans and reports and any other architectural or engineering data used or useful in connection with the construction of any of the Improvements.
- (e) All certificates of occupancy;
- (f) All termite bonds, reports and servicing contracts;
- (g) All deposits or prepayments of any type for any purpose made by Debtor or anyone on its behalf;
- (h) All unpaid rents;
- (i) All rights but none of the obligations of Debtor under any financing commitment in favor of Debtor;
- (j) All proceeds and rights to all proceeds in any threatened or pending condemnation or proceedings in lieu thereof;
- (k) All causes of action of Debtor against anyone now or hereafter arising which involve the Improvements, provided none of the obligations of Debtor are assigned in connection with such causes of action; with Debtor expressly agreeing to remain liable for such obligations and, at the request of Secured Party, to prosecute such causes of action in its own name;
- (l) All surveys;
- (m) All rights and interests of Debtor under any sales agreement or any other agreement for the conveyance of all or any part of the Land, Improvements or Personal Property, together with any earnest money deposits now or hereafter delivered to Debtor, or any sales agent of Debtor; and
- (n) All rights and interests of Debtor under any construction, engineering, architectural or management contract to which site development, Debtor is a party.

Executed and sealed this 31st day of August, 1988.

DEBTOR:

TKB PARTNERSHIP, a Maryland general partnership,
by all of its partners

By: [Signature] (SEAL)
Warren M. Black, Managing
Partner

By: [Signature] (SEAL)
Gregory L. Kaufman, Partner

By: [Signature] (SEAL)
Richard B. Terhorst, Partner

SECURED PARTY:

PERPETUAL SAVINGS BANK, F.S.B.

By: [Signature] (SEAL)
Ralph G. Falcone, Assistant Vice President

879-003.&F2
08228/LR

EXHIBIT A

Lot 5, as shown on the Revised Plat of Route 178 Industrial Park, recorded among the Plat Records of Anne Arundel County in Plat Book 73, folio 17.

Together with the Easement rights set forth in the Deed of Easement recorded among the Land Records of Anne Arundel County in Liber 4342, folio 244.

With Perpetual Lease

County

[Redacted County Name]

3. Date, Time, Number and Filing Office (Filing Officer's Use Only)

BOOK 531 PAGE 522

1. Debtor(s) Name and Mailing Address (Do not abbreviate)

Harley Davidson of Annapolis, Inc.
1929 Lincoln Drive
Annapolis, Md. 21401

Microfilm Index Number (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:

ITT Commercial Finance Corp.
P. O. Box 866547
Plano, Tx. 75086-6547

4. This statement refers to original

Financing Statement No. 249200, Liber 466, Page 19
Date filed 9/30, 19 83

Check only if applicable This Financing Statement Change is to be filed for record in the real estate records. Number of additional sheets presented _____

5. AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.
- TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.
- PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.
- CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.
- PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.
- TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6.

Amend UCC filing to read: "Not Subject to Recordation Tax"

RECORD FEE 10.00
#202150 0040 R04 T12:55
09/07/88
POSTAGE .50
#202160 0040 R04 T12:55
09/07/88

10.00
50

Harley Davidson of Annapolis, Inc.

ITT Commercial Finance Corp.

Charles E. Fischer Pres.
Signature(s) of Debtor(s)

By *Mary A. Barnes*
Signature(s) of Secured Party(ies)

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—REGISTRE INC. BOX 218, ANOKA MN 55303

(1) Filing Officer Copy-Numerical

STANDARD FORM—FORM UCC-3 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

TO BE RECORDED IN THE
 UCC FILING RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

THE SECURED PARTIES DESIRE THIS FINANCING STATEMENT TO BE
 INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE
 DESCRIBED IN EXHIBIT A ATTACHED HERETO

SECURITY AGREEMENT AND FINANCING STATEMENT
 (Uniform Commercial Code - Secured Transactions)

THIS SECURITY AGREEMENT AND FINANCING STATEMENT is presented
 to a filing officer for filing pursuant to the Uniform Commercial
 Code.

<u>DEBTOR</u>	<u>ADDRESS</u>
Robert J. Reiley, III and Donna M. Reiley, his wife	233 Pawtucket Court Severna Park, Maryland 21146

RECORD FEE 22.00
 POSTAGE .50
 #274070 C237 R02 T12:21
 09/07/88

<u>SECURED PARTY</u>	<u>ADDRESS</u>
United Companies Financial Corporation	Attn: B.C. Abbott BB&T Centre Post Office Box 5158 1006 South Church Street Suite 203 Burlington, North Carolina 27215

1. Debtor hereby grants to Secured Party and its successors and assigns a security interest in all of the property described in Paragraph 3 hereof, in accordance with the Uniform Commercial Code of the State of Maryland, as security for the repayment of the indebtedness evidenced by a certain Promissory Note of even date herewith in the principal amount of One Hundred Thousand Dollars (\$100,000.00) made by Debtor and payable to the order of UNITED COMPANIES FINANCIAL CORPORATION (said note being hereinafter referred to as the "Note"). The repayment of the indebtedness evidenced by the Note is secured by a Deed of Trust of even date herewith, from Debtor to ANDREW R. POLOTT and BRUCE O. JOLLY, Trustees (the "Deed of Trust"), recorded or to be recorded among the Land Records of Anne Arundel County, Maryland on Debtor's fee simple estate in the land and premises located in said jurisdiction and described in Exhibit A attached hereto.

2. The Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default under the Note or Deed of Trust, such default shall constitute a default in this Security Agreement and Financing Statement, entitling the Secured Party to exercise any and all rights and remedies herein provided or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust or in any other applicable law, in addition to any other instrument evidencing or securing the indebtedness. All such rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Parties shall determine in their sole and absolute discretion.

3. This Security Agreement and Financing Statement covers the following property:

(a) All building materials, furniture, furnishings, fixtures, and equipment delivered to, installed in, affixed to, placed upon, or used in connection with the land and premises described in Exhibit A attached hereto and including, but not limited to, the following: all buildings, machinery, engines, furnaces, boilers, stokers, pumps, heaters, incinerators, power equipment, laundry equipment, tanks, dynamos, motors, generators, switchboards, conduits, electrical equipment, heating, cooling, ventilating, air conditioning, lighting, incinerating and plumbing apparatus, compressors, elevators, escalators, venetian blinds, shades, draperies, drapery and curtain rods, brackets, electric signs, bulbs, gas and electric equipment, fire prevention and extinguishing apparatus, plumbing fixtures, vacuum cleaners, vacuum cleaning systems, floor cleaning, waxing, and polishing apparatus, call systems, fuel conveyors, other apparatus, mirrors, lamps, ornaments, rugs, linoleum and other floor coverings, refrigerating and cooling apparatus and equipment, typewriters, office and accounting equipment, safes, cabinets, lockers, shelving, tools, spotlight equipment and uniforms, screens, screen doors, awnings, blinds, refrigerators, ranges and ovens, garbage disposal, dishwashers, mantels, lobby furnishings and fixtures, and any and all such property which is at any time hereafter installed in, affixed to, placed upon, or used in connection with the land and premises described in Exhibit A attached hereto, and all replacements thereof, additions thereto, and all substitutions thereof, except that the foregoing shall not apply to any such items which are owned by any tenant or tenants occupying the improvements erected on the premises.

(b) All rents, issues, income, revenues, profits, accounts, and benefits from, under, and in connection with said real estate or improvements, including apartment rents, income from concessions, and proceeds from the sale of individual condominium units.

(c) All contract rights in respect of any and all sales agreements or leases executed by the Debtor for any part or parcel of said real estate or improvements, whether said contract rights are in existence or hereafter created, and the proceeds thereof.

(d) All awards heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said real estate and the improvements now or hereafter existing thereon by virtue of (i) an exercise of the right of eminent domain by such authority, or right of access to a public way, (ii) any change of grade of any street affecting said real estate or improvements or (iii) any other injury to or decrease in the value of said real estate or improvements.

(e) All right, title, and interest, present or future, of the Debtor in and to any and all sewer and water taps now or hereafter affecting all or any portion of said real estate or improvements.

4. Certain of the types of items of property described in Paragraph 3 above are or will be affixed to or located on the real estate situated in Severna Park, Maryland, described in Exhibit A attached hereto and incorporated herein by reference.

5. The products and proceeds of the collateral are also covered.

The date of this Security Agreement and Financing Statement is: August 29, 1988.

ATTEST:

SECURED PARTY:

UNITED COMPANIES FINANCIAL CORPORATION

[Signature]

By: B.C. Abbott, V.P.

WITNESS:

DEBTOR:

[Signature]
[Signature]

By: [Signature]
Robert J. Reiley, III

By: [Signature]
Donna M. Reiley

STATE OF MARYLAND)
COUNTY OF ANNE ARUNDEL)

SS:

On this 29 day of August, 1988, before me, ALAN W. BERNSTEIN, the undersigned officer, personally appeared B.C. ABBOTT, who affirmed that he is the agent of United Companies Financial Corporation authorized to executed the foregoing instrument for the purposes herein contained and acknowledged the same to be his act and deed.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 7/1/90



STATE OF MARYLAND)
COUNTY OF ANNE ARUNDEL)

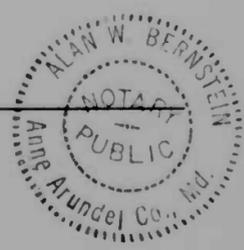
SS:

I, ALAN W. BERNSTEIN, A Notary Public for the above jurisdiction, do certify that Robert J. Reiley, III, whose name is signed to the foregoing instrument dated AUGUST 29, 1988, has acknowledged to me that he executed said instrument as his own act and deed.

Give under my hand this 29 day of August, 1988.

[Signature]
Notary Public

My Commission Expires: 7/1/90



STATE OF MARYLAND)
)
) SS:
)
COUNTY OF ANNE ARUNDEL)

I, ALAN W. BERNSTEIN, A Notary Public for the above jurisdiction, do certify that Donna M. Reiley, whose name is signed to the foregoing instrument dated AUGUST 29, 1988, has acknowledged to me that she executed said instrument as her own act and deed.

Give under my hand this 29 day of August, 1988.

ALB
Notary Public

My Commission Expires: 7/1/90

3-149.arp (18)



BEING KNOWN AND DESIGNATED AS UNIT 1-D AS SHOWN ON A PLAT ENTITLED "COLLEGE PARKWAY PLACE OFFICE CENTER, A CONDOMINIUM, WHICH PLAT IS RECORDED AMONG THE CONDOMINIUM PLAT RECORDS OF ANNE ARUNDEL COUNTY, IN PLAT BOOK E-36, PAGES 34, 35, AND 36, AND PURSUANT TO A DECLARATION AND BY-LAWS DATED NOVEMBER 12, 1987, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER 4499, FOLIO 672, WHICH PROPERTY IS ALSO KNOWN AS 588-D BELLERIVE DRIVE, ANNAPOLIS, MARYLAND.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON ELEMENTS DESCRIBED IN THE DECLARATION AND BY-LAWS.

RETURN TO:
Mid-Maryland Title Co., Inc.
79 West Street
Annapolis, MD 21401

FINANCING STATEMENT

- 1. _____ To Be Recorded in the Land Records of Anne Arundel County, Maryland.
- 2. X To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- 3. _____ To be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 4. X Recordation Tax has been paid on the principal amount of Two Hundred Eighty Thousand Dollars (\$280,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)
 MONTEREY MEDICAL ASSOCIATES, 201 Forbes Street
 a Maryland General Partnership Annapolis, Maryland 21401

6. Secured Party Address
 The Annapolis Banking and Trust Company Church Circle
 Annapolis, Maryland 21401

RECORD FEE 13.00
 POSTAGE .50
 RECORD CASE NO1 110:58
 11/27/88

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated September 1st, 1988 from Debtor(s) to John M. Suit, II and David D. Truitt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon

LAW OFFICES
 MANIS,
 WILKINSON, SNIDER &
 GOLDSBOROUGH
 CHARTERED
 P O BOX 1911
 ANNAPOLIS, MD 21404
 (301) 263-8855

10
 2

A64-39

located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR(S):
MONTEREY MEDICAL ASSOCIATES,
a Maryland General Partnership

Jonathan M. Sutton (SEAL)
Jonathan M. Sutton, Partner

Dwight N. Fortier (SEAL)
Dwight N. Fortier, Partner

Samuel M. Libber (SEAL)
Samuel M. Libber, Partner

Albert M. Gordon (SEAL)
Albert M. Gordon, Partner

T. Richard Saunders (SEAL)
T. Richard Saunders, Partner

SECURED PARTY:
THE ANNAPOLIS BANKING AND TRUST
COMPANY

John M. Suit, II (SEAL)
John M. Suit, II, Executive
Vice President

Mr. Clerk: Please return to: William H. Buck
P.O. Box 1911,
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8655

EXHIBIT "A"

PARCEL NO. 1:

BEGINNING for the same at an "X" marked in a concrete block previously set at the beginning of the conveyance from Samuel W. Smith to the County Commissioners of Anne Arundel County, Maryland, dated February 26, 1930 and recorded among the Land Records of Anne Arundel County in Liber FSR No. 69, folio 100; thence leaving the lines of said conveyance and with the Southeast side of Monterey Avenue North 49 degrees 05 minutes, East 57.5 feet to a pipe; thence leaving Monterey Avenue South 40 degrees 55 minutes East 140.0 feet to a pipe; thence South 49 degrees 05 minutes West 57.5 feet to a pipe set on the third line of the conveyance to the County Commissioners hereinbefore referred to, now the Northeast side of Forbes Street; thence with the said third line and the said Northeast side of Forbes Street North 40 degrees 55 minutes West 140.0 feet to the place of beginning. Containing 8,050 square feet of land, more or less, according to a survey and plat by Edward Hall Jr., County Surveyor in June, 1938.

The above described property is a part of Lots 10 and 11, Block No. 18 as shown on "Aldridge's Revised and Corrected Plat of West Annapolis", said plat recorded among the Land Records of Anne Arundel County in JCB No. 4, folio 296.

BEING the same property acquired by the within Borrower by deed of even date herewith from Adeleke Adeyemo and Valda I. Adeyemo, his wife, said deed recorded or intended to be recorded immediately prior hereto.

PARCEL NO. 2:

BEING KNOWN AND DESIGNATED as Lot Number 12 and the 1/2 of Lot Number 13, immediately adjacent thereon the northeast, in Block Number 18, as shown on the plat entitled, "Aldridge's Revised & Corrected Plat of West Annapolis," recorded among the Land Records of Anne Arundel County in Liber JCB No. 4, folio 297, said lot and one-half having a combined frontage on Monterey Avenue of 75 feet with a depth therefrom of 150 feet, more or less.

BEING the same property acquired by the within Borrower by deed of even date herewith from Philip Briscoe, Jonathan M. Sutton, Dwight N. Fortier and Albert M. Gordon, said deed recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

274419

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Laura a. Chaney

Mailing Address

Crestwood MHP #40
Severn, Maryland 21144

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

ADDRESS: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This Financing Statement covers the following types (or items)
of property (the collateral).

1975 Champion #D8543

2. Proceeds and products of the collateral are also specifically
covered.

RECORD FEE 1.10
RECORD FEE 9.90
#174580 C777 R03 111428
09/07/88

3 Mr. Clerk: Mail instrument to secured party named above at
the address stated.

Debtor

Secured Party

X Laura A. Chaney
LAURA A. CHANEY

THE BANK OF BALTIMORE

BY James Hamilton

Note: This Financing Statement is being used to publicize a security
interest arising out of a conditional sales contract between Debtor and
Professional Mobile Home Brokers, Inc., which has been
assigned to The Bank of Baltimore.

PCS0847

11

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input checked="" type="checkbox"/>
--	---

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gallagher, Joseph J. and Janet L. Gallagher
 Address 8356 Chapel Drive, Pasadena, MD 21122

2. SECURED PARTY

Name Custom Htg. & A/C Inc.
 Address 1232 Old Dorsex Rd., Harmans, MD 21077
Lennox Convenient Purchase Plan, P.O. Box 10475, Des Moines, IA 50306
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
 HP18461V Heat Pump; E16Q4-50 Furnace; CP1646V Coil.

RECORD FEE 12.00
 POSTAGE .50
 #174720 0777 R03 111:43
 09/07/88

Record Owners: Joseph J. Gallagher and Janet L. Gallagher.
 To be filed in Real Estate Records.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Lot 1, Block 21, Greenhill Manor Subdivision, Section 3, Parcel 0247
 Block G Tax Map 18 Deed 2962-622

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X Joseph J. Gallagher
 (Signature of Debtor)

~~XXXX~~ Joseph J. Gallagher
 Type or Print Above Name on Above Line

Janet Gallagher
 (Signature of Debtor)

Janet L. Gallagher
 Type or Print Above Signature on Above Line

Lois J. Jones Secretary-Treas
 (Signature of Secured Party)

Custom Htg. & A/C Inc.
 Type or Print Above Signature on Above Line

1230

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name A.I. Credit Corp.
Address 160 Water Street, New York, New York 10038-4922

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to A.I. Credit Corp. of certain lease payments under certain True Lease Assignment dated July 29, 1988, Schedule # 01, dated July 28, 1988 between Assignor as Lessor and LEASE ACCOUNT #527088 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 8, 1988 between Assignor as Assignee:

- (1) One Battenfeld Injection Molding Machine Model BA 500/125 CD
Serial number A50/03/08/7/25
- (2) Two Battenfeld Injection Molding Machine Model BA 750/315 CD
Serial number A75/03/07/7/48 and A75/04/09/7/06

RECORD FEE 11.00
POSTAGE .50
#174730 0777 #03 111:43
09/07/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]
(Signature of Debtor)

Bruce L. Winter, Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

A.I. Credit Corp.

[Signature]
(Signature of Secured Party)

Diane E. Bekes
Type or Print Above Name on Above Line

Filed with Anne Arundel

1180

274122

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name A.I. Credit Corp.
Address 160 Water Street, New York, New York 10038-4922

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to A.I. Credit Corp. of certain lease payments under certain True Lease Assignment dated 7/21/88, Schedule # 01, dated 7/07/88 between Assignor as Lessor and LEASE ACCOUNT # 607088 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 21, 1988 between Assignor as Assignee:

SEE ATTACHED EQUIPMENT LISTS

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 25.00
POSTAGE .50
#174740 0777 R03 111:44
09/07/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]
(Signature of Debtor)

Bruce J. Water D.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

A.I. Credit Corp.

[Signature]
(Signature of Secured Party)

DIANE E. BELES
Type or Print Above Name on Above Line

Filed with Anne Arundel County

25.50

Wolf Brothers, Inc.

Page 1 of 5

EQUIPMENT LIST

- (1) One Terminal Support Processor, Model #FUH7112
- (13) Thirteen Fujitsu Slave Units including 63 Keys, Plasma Display Model #FUH7773
- (1) One Paid up Software, Model # FUS7604
- (1) One 10 MB Hard Disk plus 320 KB, Floppy Diskette Drive (5.25) Model #FUH7214
- (1) One External Modem Interface Adapter, Model #FUH7471
- (1) One External Modem Interface Adapter for TSP, Model #FUC7221
- (1) One 10' Cable from TSP to Middle Slave, Model #FUC7481
- (12) Twelve Middle to Middle Slave Cables, model #FUC7402
- (1) One Last Slave Cable, Model #FUC7403
- (1) One 2400 Baud Modems (Store), Model #GDH2400S

- (1) One Terminal Support Processor, Model #FUH7112
- (12) Twelve Fujitsu Slave Units including 63 Keys, Plasma Display Model #FUH7773
- (1) One Paid up software, Model #FUS7604
- (1) One 10 MB Hard Disk plus 320 KB Floppy Diskette Drive (5.25), Model #FUH7214
- (1) One External Modem Interface Adapter, Model #FUH7471
- (1) One External Modem Interface Adapter for TSP, Model #FUC7221
- (1) One 10' Cable from TSP to Middle Slave, Model #FUC7481

TransFipancial Leasing Corp.

A.I. Credit Corp.

BY: [Signature]

BY: Diane E. Belen

TITLE: V.P.

TITLE: Op. Mgr.

DATE: 8/10/88

DATE: 8/17/88

Woolf Brothers, Inc.

- (11) Eleven Middle to Middle Slave Cables, Model #FUC7402
 - (1) One Last Slave Cables, Model #FUC7403
 - (1) One 2400 Baud Modems (Store), Model #GDH2400S
 - (1) One Modem to CPU Flat Cable 15 Feet, Model #STC44201
-
- (1) One Terminal Support Processor, Model #FUH7112
 - (8) Eight Fujitsu Slave Units Including 63 Keys, Plasma Display Model #FUH7773
 - (1) One Paid Up Software, Model #FUS7604
 - (1) One 10 MB Hard Disk plus 320 KB Floppy Diskette Drive (5.25) Model #FUH7214
 - (1) One External Modem Interface Adapter, Model #FUH7471
 - (1) One External Modem Interface Adapter for TSP, Model #FUC7221
 - (1) One 10' Cable from TSP to Middle Slave, Model #FUC7481
 - (7) Seven Middle to Middle Slave Cables, Model #FUC7402
 - (1) One Last Slave Cable, Model #FUC7403
 - (1) One 2400 Baud Modems (Store), Model #GDH2400S
 - (1) One Modem to CPU Flat Cable - 15 Feet, Model #STC44201

TransFinancial Leasing Corp.

BY: [Signature]
 TITLE: V.P.
 DATE: 8/10/88

A.I. Credit Corp.

BY: Deane E. Bilesi
 TITLE: Op. Mgr.
 DATE: 8/17/88

Wolf Brothers, Inc.

Page 3 of 5

-
- (1) One Terminal Support Processor, Model FUH7112
 - (5) Five Fujitsu Slave Units including 63 keys, Plasma Display Model #FUH7773
 - (1) One Paid up software, Model #FUS7604
 - (1) One 10MB Hard Disk Plus 320 KB, Floppy Diskette Drive (5.25) Model #FUH7214
 - (1) One External Modem Interface Adapter & Cable, Model #FUH7471
 - (1) One External Modem Interface Adapter for TSP, Model #FUC7221
 - (1) One 10' Cable from TSP to Middle Slave Model #FUC7481
 - (4) Four Middle to Middle Slave Cables, model #FUC7402
 - (1) One Last Slave Cable, Model #FUC7403
 - (1) One 2400 Baud Modems (Store) Model #GDH2400S
 - (1) One Modem to CPU Flat Cable - 15 Feet, Model #STC44201

-
- (1) One Terminal Support Processor, Model #FUH7112
 - (12) Twelve Fujitsu Slave Units including 63 Keys, Plasma Display Model #FUH7773
 - (1) One Paid Up Software, Model #FUS7604
 - (1) One 10 MB Hard Disk plus 320 KB Floppy Diskette Drive (5.25) Model #FUH7214

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: V.P.

DATE: 8/10/88

A.I. Credit Corp.

BY: [Signature]

TITLE: Op. Mgr.

DATE: 8/17/88

Woolf Brothers, Inc.

Page 4 of 5

- (1) One 10' Cable from TSP to Middle Slave, Model #FUC7481
- (1) One External Modem Interface Adapter, Model #FUH7471
- (1) One External Modem Interface Adapter Cable for TSP Model #FUC7221
- (11) Eleven Middle to Middle Slave Cables, Model #FUC7402
- (1) One Last Slave Cable, Model #FUC7403
- (1) One 2400 baud Modem (Store), Model #GDH2400S
- (1) One Modem to CPU Flat Cable - 15 Feet, Model #STC44201
-
- (1) One Terminal Support Processor, Model #FUH7112
- (6) Six Fujitsu Slave Units including 63 Keys, Plasma Display Model #FUH7773
- (1) One Paid Up Software, Model #FUS7604
- (1) One 10 MB Hard Disk plus 320 KB Floppy Diskette Drive (5.25), Model #FUH7214
- (1) One 10' Cable from TSP to Middle Slave Model #FUC7481
- (1) One External Modem Interface Adapter, Model #FUH7471
- (1) One External Model Interface Adapter for Cable For TSP Model #FUC7221
- (5) Five Middle to Middle Slave Cables, Model #FUC7402
- (1) One Last Slave Cable, Model #FUC7403
- (1) One 2400 baud Modem (Store), Model GDH2400S
- (1) One Modem to CPU Flat Cable - 15 Feet, Model #STC44201

TransFinancial Leasing Corp.

A.I. Credit Corp.

BY: [Signature]

BY: Deane E. Bellini

TITLE: V.P.

TITLE: Op. Mgr.

DATE: 8/10/88

DATE: 8/17/88



-
- (1) One Fujitsu Master Unit including 10 MB Hard Disk, 320 K Floppy, 63 Keys, and Plasma Display, Model #FUH7992
 - (1) One Fujitsu Slave Units including 63 Keys, Plasma Display Model #FUH7773
 - (1) One Master to Middle Slave Cable, Model #FUC7401
 - (1) One Last Slave Cable, Model #FUC7403
 - (1) One 2400 baud Modems (Store), Model #GDH2400S
 - (1) One Fujitsu Master Unit, Model #FUH7991
 - (1) One External Modem Interface Adapter for Master
 - (1) One Middle to Middle Slave Cable, Model #FUC7402
 - (1) One External Modem Adapter, Model FUC7411
 - (3) Three ISC12 Syachronous Controller, Model #4380
 - (1) One 2400 Baud Modem, Model #GDH2400S
 - (1) One Polling/Lease Line Com. Sor Fujitsu Register
 - (1) One External Modem Adapter Cable, Model #FUH7411
 - (1) One Modem to CPU Flat Cable - 15 Feet, Model #STC44201
 - (1) One External Modem Adapter for Master, Model #FUH7021
- Data Communications Network

TransFinancial Leasing Corp.

A.I. Credit Corp.

BY: [Signature]

BY: Rene E. Bileri

TITLE: V.P.

TITLE: Op. Mgr.

DATE: 8/10/88

DATE: 8/11/88

274423

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name A.I. Credit Corp.
Address 160 Water Street, New York, New York 10038-4922

RECORD FEE 21.00
POSTAGE .50
#174750 0177 R03 T11:44

Person And Address To Whom Statement Is To Be Returned If Different From Above.

09/07/88

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to A.I. Credit Corp. of certain lease payments under certain True Lease Assignment dated August 2, 1988, Schedule # 01, dated August 2, 1988 between Assignor as Lessor and LEASE ACCOUNT # 080881 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 10, 1988 between Assignor as Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III - President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

A.I. Credit Corp.

Diane E. Bilasi Mgr
(Signature of Secured Party)

DIANE E. Bilasi

Type or Print Above Name on Above Line

Filed with Anne Arundel County

21.50

EQUIPMENT LIST

BOOK 531 PAGE 541

Mfg.	Model	Serial No.
3M Co.	VI Switch	
Audionics	CC-2	03172
Dynair	VS-12D	Switcher
Emcor	70x19x21	7 each
Emcor	70x31x21	5 each
Fortel	Y-688	60221460
Garner	1100	8104014
Harris/CVS	590	5987
Hegeman	HAPI II	11201
Hegeman	HAPI II	00849
Hegeman	HAPI II	11053
Hegeman	HAPI II	111053
Hegeman	HAPI II	111052
Hegeman	HAPI II	111051
Hegeman	HAPI II	111048
Hegeman	HAPI II	111046
Hegeman	HAPI II	111042
JBL	L-46	10380
JBL	L-46	10386
JVC	C-3PU	VHS-C Adaptor, 38 each
Lenco	PEX-308	EXT. BOARD
Lenco	PBB-321	BLK BURST
Lenco	PBD-322	DOT GEN.
Lenco	PCB-320	BAR GEN.
Lenco	PCB-320	BAR GEN.
Lenco	PFF-329	FIELD GEN.
Lenco	PFM300/302	6 each
Lenco	PMB-323	MULTIBURST
Lenco	PMG-312	SYNC. GEN.
Lenco	PPB-325	20T GEN.
Lenco	PSG-311	SYNC. GEN.
Lenco	PSS-324	RAMP GEN.
Lenco	PSW-366	Switcher
Lenco	PVA-350	18 each
Panasonic	AG-6810	B8TC00028
Panasonic	AG-6810	B8TC00038
Panasonic	AG-6810	B8TC00150
Panasonic	AG-6810	B8TC00152
Panasonic	AG-6810	B8TC00026
Panasonic	AG-6810	B8TC00024

TransFinancial Leasing Corp.

BY:

TITLE: Frank J. Sarro, III - President

A. I. Credit Corp.

BY:

TITLE: Sarro

Equipment List

Mfg.	Model	Serial No.
Panasonic	AG-6810	B8TC00125
Panasonic	AG2200	J5HG01695
Panasonic	AG6810	D6TA00135
Panasonic	AG6810	I5TA00458
Panasonic	AG6810	H6TA00176
Panasonic	AG6810	A7TA00012
Panasonic	AG6810s	K6TA00982
Panasonic	AG6810s	K6TA00952
Panasonic	AG6810s	K6TA00950
Panasonic	AG6810s	K6TA00829
Panasonic	NV-8200	K3HK01259
Panasonic	NV-8200	K3HK01337
Panasonic	NV-8200	K3HK01340
Panasonic	NV-8200	K3HK01345
Panasonic	NV-8200	K3HK01380
Panasonic	NV-8200	F9HD10482
Panasonic	NV-8200	J9HE10816
Panasonic	NV-8200	J9HD10214
Panasonic	NV-8200	J9HE10809
Panasonic	NV-8200	E9HD10305
Panasonic	NV-8200	J9HE10789
Panasonic	NV-8200	E9HD10111
Panasonic	NV-8200	J9HE10777
Panasonic	NV-8200	J9HD10284
Panasonic	NV-8200	J9HE10819
Panasonic	NV-8200	H9HD10169
Panasonic	NV-8200	C3HK00220
Panasonic	NV-8200	C3HK00226
Panasonic	NV-8200	C3HK00285
Panasonic	NV-8200	C3HK00363
Panasonic	NV-8200	D3HK00387
Panasonic	NV-8200	D3HK00271
Panasonic	NV-8200	D3HK00555
Panasonic	NV-8200	D3HK00717
Panasonic	NV-8200	D3HK00757
Panasonic	NV-8500	F2HL00423
Pro Products.	Remote Cntrl.	SLO-1400
Pro Products.	Remote Cntrl.	VO-2610'S
Pro Products.	Remote Cntrl.	SLO-323'S
Pro Products.	Remote Cntrl.	NV-8200'S
Pro Products.	Remote Cntrl.	VO-2610'S
Pro Products.	Remote Cntrl.	VO-5600'S
Pro Products.	Remote Cntrl.	SL-J5DP'S
Pro Products.	Remote Cntrl.	SL-J9DP'S
Pro Products.	Remote Cntrl.	NV-8200'S
Quantel	DFS-1550B	M20137
Ramko	DA-6RS/E	3152
Ramko	DA-6RS/E	3111
Ramko	LA-2E	N/A
Ramko	LA-55	1098
Ramko	LA-55	1099
SAE	2100	001679
SAE	2200	007610
Shure	M67	N/A
Sony	BVH-1100	10146

500 5:31 PM 542

TransFinancial Leasing Corp.

BY:

TITLE: Frank J. Sarro, III - President

A. I. Credit Corp.

BY:

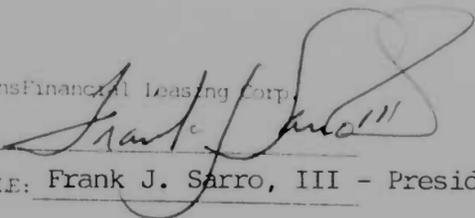
TITLE: 8-21-88

Equipment List

Mfg.	Model	Serial No.
Sony	BVH-2000	12412 (with BKH-2015A)
Sony	BVM-1201	010675
Sony	BVM-1201	015174
Sony	BVT-1000	10331
Sony	BVT-2000	74016
Sony	BVT-800	11147
Sony	BVU-800	15980
Sony	EVO-1000U	10098
Sony	PVM-1211F	010833
Sony	SL-1800	10098
Sony	SL-5400	1254560C
Sony	SL-J5DP	16745
Sony	SL-J5DP	16748
Sony	SL-J5DP	21978
Sony	SL-J5DP	21979
Sony	SL-J5DP	23203
Sony	SL-J8DP	115858
Sony	SL-J8DP	122220
Sony	SL-J8DP	123220
Sony	SL-J8DP	124082
Sony	SL-J8DP	124646
Sony	SLO-1400	601043
Sony	SLO-1400	601125
Sony	SLO-1400	601333
Sony	SLO-1400	601522
Sony	SLO-1400	601549
Sony	SLO-323	10067
Sony	SLO-323	10346
Sony	SLO-323	10391
Sony	SLO-323	10490
Sony	SLO-323	10941
Sony	SLO-323	10948
Sony	SLO-323	11265
Sony	SLO-323	11426
Sony	SLO-323	11562
Sony	SLO-323	11568
Sony	SLO-323	11890
Sony	VO-2610	13074
Sony	VO-2610	13191
Sony	VO-2610	13211
Sony	VO-2610	14498
Sony	VO-2610	14587
Sony	VO-2610	17669
Sony	VO-2610	17698
Sony	VO-2610	17743
Sony	VO-2610	18138
Sony	VO-2610	18535
Sony	VO-2610	25418
Sony	VO-2610	29773
Sony	VO-2610	29840
Sony	VO-2610	29947

Transfinancial Leasing Corp.

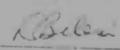
BY:



TITLE: Frank J. Sarro, III - President

A. I. Credit Corp.

BY:



TITLE: 8/22/80

Equipment List

800- 531 PAGE 544

Mfg.	Model	Serial No.
Sony	VO-2610	30347
Sony	VO-2510	30483
Sony	VO-2860A	10552
Sony	VO-5600	12627
Sony	VO-5600	10201
Sony	VO-5600	11977
Sony	VO-5600	12602
Sony	VO-5600	13141
Sony	VO-5600	13158
Sony	VO-5600	15825
Sony	VP-2260	10158
Sony	BVH Tools	N/A
Tektronix	1740	B010530
Tektronix	2215	B019502
Tektronix	528	B271168
Tektronix	528A	B018729
UREI	LA-4	6688A
UREI	LA-4	6692A
Videotek	TSM-5	T180008
Videotek	VM-12PRO	778202
Videotek	VSM5A	V1831263
Weisner	D300	Custom VI Switcher
Weisner	VIS-304	Custom VI Switcher
Weisner	VIS-304	Custom VI Switcher
Weisner	VIS-304	Custom VI Switcher
Weisner	VIS-304	Custom VI Switcher
Weisner	VIS-304	Custom VI Switcher
Weisner	VIS-304	Custom VI Switcher
Weisner	VIS-330	Custom VI Switcher
Weisner	SyncStab	Custom Processor

Misc.- Alignment tools, tapes, spare parts, etc., are included but not listed.

TransFinancial Leasing Corp.

BY:

TITLE: Frank J. Sarro, III - President

A. I. Credit Corp.

BY:

TITLE: 8/2/88

REC OF 427 5458

MARYLAND FINANCING STATEMENT

274424

UCC-1

Not Subject to Recordation Tax - Conditional Sales Contract
 Recordation Tax of \$_____ on _____
Principal Amount of \$_____ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: J. Warren Walker & Son, Inc.
10 Tick Neck Road Pasadena, Maryland 21122

DEBTOR: _____
(Name or Names)
(Address)

2. SECURED PARTY: The Milton James Company
8411 Pulaskie Highway Baltimore, Maryland 21237

3. ASSIGNEE (if any) of SECURED PARTY: Signet Bank/Maryland
P.O. Box 22497 Baltimore, Maryland 21203

4. This Financing Statement covers the following types (or items) of property:

One (1) New John Deere Model 310C Backhoe Loader, S/N 742145, with Cab and Digmor together with all attachments and accessories thereto.

RECORD FEE 11.00
POSTAGE .50
#174830-0777 403 11:51
09/07/88

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT
SELLER IS SECURED PARTY

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes [X] No []
Products of Collateral are also covered: Yes [] No [X]

DEBTOR(S): J. WARREN WALKER & SON, INC.
By: J. Warren Walker Sr. President
J. WARREN WALKER SR.
(Type or print name of person signing)

SECURED PARTY: THE MILTON JAMES COMPANY
By: Brian N. Bankard Pres.
BRIAN N. BANKARD
(Type or print name of person signing)

By: _____
(Title)
(Type or print name of person signing)

Return To: Signet Bank/Maryland
P.O. Box 22497 Baltimore, Maryland 21203

Handwritten initials/signature

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

LTD Contracting Co., Inc.
 3354 Patuxent River Road
 Davidsonville, MD 21035

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00
 POSTAGE .50
 09/17/98

Name & address of Secured Party

Siems Rental and Sales Company, Inc.
 3683 Clipper Mill Road
 Baltimore MD 21211

Name & address of Assignee

Associates Commercial Corporation
 8002 Discovery Drive, #420
 Richmond, VA 23288

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One Lull Model 644 Highlift SN/JD2340N COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS & ALL PROCEEDS THEREOF EXEMPT RECORDATION TAX - CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

LTD Contracting Co., Inc.

Signature of Debtor if applicable (Date)

Richie Callabrese VP
 Richie Callabrese, VP

Siems Rental and Sales Company, Inc.

Signature of Secured Party if applicable (Date)

Siems Rental and Sales Company, Inc. VP

1150

STATE OF MARYLAND
BOOK 531 PAGE 547
FINANCING STATEMENT FORM UCC-1

Identifying File No. 274426

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Daves Boat Trailer Sales Inc.
Address 432 Crain Hwy. Glen Burnie, MD 21061

2. SECURED PARTY

Name ITT Commercial Finance Corp.
Address PO Box 1587 Voorhees, NJ 08043

RECORD FEE 11.00
POSTAGE .50
#174830 DTI R03 711:53
09/07/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

All inventory, raw materials, goods in process, finished goods, machinery, furniture, furnishings, fixtures, vehicles, equipment, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and general intangibles, whether now owned or hereafter acquired, and attachments, accessions and additions thereto, substitution, accessories, and equipment therefor, and replacements and proceeds.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

David R. Davis
(Signature of Debtor)

DAVID R. DAVIS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Scott Corti
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1130

STATE OF MARYLAND

BOOK 531 PAGE 548

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. #077740-6777 R03

RECORDED IN LIBER 524 FOLIO 99 ON _____ (DATE)
Filed with Clerk of Circuit Court-Anne Arundel County

1. DEBTOR

Name Marine Unlimited, Inc.
Address 4943 Hine Drive Shadeyville, MD. 20764

2. SECURED PARTY

Name Atlantic Financial Federal
Address 2401 Walnut Street Philadelphia, PA

RECORD FEE 10.00
POSTAGE .50
#174900 0777 R03 111455
06/07/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Yegen Marine Mack Centre Drive Paramus, New Jersey 07652

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

Dated _____

Joe Bernhardt, A/R
(Signature of Secured Party)

Atlantic Financial Federal
Type or Print Above Name on Above Line

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 258127 (County) _____ recorded in Liber 488, Folio 577 on August 26, 1985 (date)

1. DEBTOR(S):
Name(s): James & Dorothy Howard
Address(es): 1323 Furnace Road
Linthicum, MD 21090

2. SECURED PARTY:
Name: First Federal Savings & Loan Association of Annapolis
Address: 2024 West Street
Annapolis, MD 21401

Person and Address to whom Statement is to be returned if different from above. _____

RECORD FEE 10.00
POSTAGE .50
#274530 C777 R02 713+32
09/07/88

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. () CONTINUATION. The original Financing Statement referred to above is still effective.

4. (X) TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. () ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. () AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. () RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

9. DEBTOR:

SECURED PARTY:

First Federal Savings and Loan Association of Annapolis
By Linda Armstrong
Linda Armstrong, Asst. VP, Loan Servicing
(Type Name and Title)

10.00

BOOK 531 PAGE 550

274428

4 <input type="checkbox"/> Filed for record in the real estate records.	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented <u>4</u>
1 Debtor(s) (Last Name First) and addresses) Friendly Ice Cream Corporation 1855 Boston Road Wilbrahan, MA 01095	2 Secured Party(ies) and addresses) The First National Bank of Boston, as Agent 100 Federal Street Boston, MA 02110	3 For Filing Office (Date, Time, Number, and Filing Office) RECORD FEE 21.00 POSTAGE .50 \$125.00 0717 803 71445 09/07/88

7 This financing statement covers the following types (or items) of property

See Exhibit A attached hereto and made a part hereof.
 The principal amount of the debt secured by this instrument is \$6,739,959.32.
 Recordation Tax paid to Maryland State Department of Assessments and Taxation.

Filed with: Clerk of Circuit Court of Anne Arundel County, MD Proceeds and
 Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)

Friendly Ice Cream Corporation

The First National Bank of Boston, as Agent

By: [Signature] Title

By: [Signature] Title

EXHIBIT A to Financing Statement
Debtor: Friendly Ice Cream Corporation

All of the Debtor's properties, assets and rights of every kind and nature (but excluding any ownership or leasehold interests in real property (including, without limitation, land, any improvements thereon and fixtures) and any publicly-traded stock permitted to be held by the Debtor under §8.21(m) of the Revolving Credit and Term Loan Agreement (the "Credit Agreement") dated as of September 2, 1988, among the Debtor and the Secured Party, as Agent for the lenders which are or may become parties to the Credit Agreement) wherever located, whether now owned or hereafter acquired or arising, and all accessions to, substitutions for and all replacements, proceeds and products of the foregoing, including, without limiting the generality of the foregoing, all of Debtor's right, title and interest in the following properties, assets and rights:

(a) all goods, accounts, contract rights, including without limitation, any and all rights of the Debtor in and under the Acquisition Documents (as defined in the Credit Agreement);

(b) all rights to the payment of money, including tax refund claims, insurance proceeds and tort claims and all rights to proceeds of any termination, including any partial termination, of employee benefit plans;

(c) all monies, cash equivalents, residues, and personal property of any kind now or at any time hereafter in the possession or control of the Debtor;

(d) all chattel paper, documents, instruments and securities, including without limitation, the shares of capital stock of all Subsidiaries of the Debtor, including without limitation, the shares described in Schedule A hereto and any additional shares of the capital stock of any class of such Subsidiaries or any securities exchangeable for or convertible into shares of such capital stock of any class acquired by the Debtor, (excluding any publicly-traded stock permitted to be held by the Debtor under §8.21(m) of the Credit Agreement) by purchase, stock dividend, distribution of capital or otherwise, together with all income therefrom, increases therein and proceeds thereof;

(e) all general intangibles, patents, trademarks, trade names and elements of package or trade dress used or associated with or appurtenant to the products,

2/50

services and business of the Debtor, including without limitation, (i) all right, title and interest of the Debtor in and to the trademarks, service marks, federal, state, local and foreign registrations of trademarks and service marks, patents and applications for patents set forth on the attached Schedule B (collectively, the "Patents and Trademarks"), together with all right, title and interest of the Debtor in and to all patents and trademarks which the Debtor may hereafter acquire, the right to file and prosecute applications for patents and trademarks, including the Patents and Trademarks, and similar intellectual property anywhere in the world and to take any and all actions necessary or appropriate to maintain any such registrations in effect, (ii) the goodwill of the business connected with the use of and symbolized by the Patents and Trademarks and any patents and trademarks which the Debtor may hereafter acquire, together with all assets which uniquely reflect or embody the goodwill of the business of the Debtor, including but not limited to, the Debtor's trade names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, inventions, name plates, catalogues, copyrights, dealer contracts, supplier contracts, distribution agreements, proprietary information, consulting agreements, engineering contracts and engineering drawings, (iii) all rights of the Debtor as licensor or licensee of any trademarks under any present or future agreement, including but not limited to the Trademark License Agreement dated as of January 1, 1988, as amended as of September 2, 1988, by and between the Debtor and Dogwood Restaurants, Inc. and the Trademark Sublicense Agreement, dated as of September 2, 1988, between the Debtor and Dogwood II in each case, as amended, supplemented or otherwise modified from time to time, and (iv) all rights to damages or profits due or accrued arising out of any past, present or future infringement of any of the Trademarks or any injury to the goodwill of the Debtor (together with the right to sue for and recover the same); and

(f) all furniture, equipment, inventory, raw materials, work in progress, books and records.

SCHEDULE A

Capital Stock of Friendly Ice Cream Corporation

The following lists the stock owned by Friendly Ice Cream Corporation:

1. Certificate No. 2 representing One Hundred Fifty (150) shares of Litchfield Farms Shops, Inc. common stock having no par value
2. Certificate No. 1 representing One (1) share of Dogwood Restaurants, Inc. common stock having a par value of \$1.00
3. Certificate No. 1 representing One Thousand (1,000) shares of Friendly Restaurants, Inc. common stock having a par value of \$1.00
4. Certificate No. 1 representing One (1) share of Family Restaurants Franchise, Inc. common stock having a par value of \$1.00

PATENTS AND TRADEMARKS

The following are Patents and Trademarks of Friendly Ice Cream Corporation :

1. None.

274429

The FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name, Firm and Address(es):
COUNCIL DAVID BROOKS
LOY 253 WAYSONS MOBILE HOME
LOTHIAN, MARYLAND 20711

2. Secured Party(ies) Name(s) and Address(es):
ACCENT MOBILE HOMES
7401 MOORE ROAD
BRANDYWINE, MARYLAND 20613

3. The Debtor is a transferee entity.

4. For Filing Officer (Date, Time, No. Filing Office):

RECORDED FILE 12:00
10/5/98
17525087712-11-A-53
9/7/98

5. This Financing Statement covers the following types of collateral (or items of property):
1988 YORKTOWN E229317
60X 14 SCHULT
To include all furniture, fixtures, appliances, and appurtenances therein and thereto, including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.

6. Assignee(s) of Secured Party and Address(es):
Crescent Financial, Inc.
Rooms 1623 Forest Drive Suite 201
Annapolis, MD 21401

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

X Products of the Collateral are also covered.

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner:

No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction, or
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s).

COUNCIL DAVID BROOKS *Council David Brooks* Crescent Financial, Inc.
By SANDRA MARIE HICKS *Sandra Marie Hicks* By *Debra L Haughee*
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3-83) (1) Filing Officer Copy - Numerical 1230
STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

274120

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and Address(es) WILLIAMSON DONALD L. 7959 TELEGRAPH RD. SEVERN MD 21144		2. Secured Party(ies) Name(s) and Address(es) CHESAPEAKE MH OF LAUREL, MD 10039 N. SECOND AVENUE LAUREL, MD 20707		3. <input type="checkbox"/> The Debtor is a transmitting utility
5. This Financing Statement covers the following types for item(s) of property 1982 LIBERTY SERIAL # 50513 APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT		6. Assignee(s) of Secured Party (and Address(es)) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 24 UNDERBRIDGE, VA 22194		
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9. Name of a Record Owner <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The timber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)		

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected; or
 acquired after a change of name, identity or corporate structure of the Debtor; or
 as to which the filing has lapsed; or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

By Donald L. Williamson By _____
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY - NUMERICAL 10

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

To Be Recorded In The Chattel Records of The Local Jurisdiction And Among The Financing Statement Records Of The State Department of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of \$ 72,000.00 As Set Forth On Attached Recordation Tax Certificate Which Was Paid To The Circuit Court Of Anne Arundel County.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

- | | | | |
|----|----------------|--|--|
| 1. | DEBTOR: | VSI TECHNOLOGIES, INC.
5663 Belle Grove Road
P.O. Box 2878
Brooklyn Park, Maryland 21225 | RECORD FEE 21.00
RECORD TAX 507.50
NOTARIAL FEE .50
#174930 C777 R03 713:32
09/07/88 |
| 2. | SECURED PARTY: | MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
2 Hopkins Plaza, 5th Floor
Baltimore, Maryland 21201

Attention: Scott H. Krieger,
Vice President | |

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
- a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
 - (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
 - (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all

Page 1 of 4 Pages
25
507.50
90

- contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
 - (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
 - (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
 - (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
 - (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
 - (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights,

customer lists, yellow page listings, telephone numbers, trade names;

(ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);

(x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;

(xi) General Intangibles in the form of goodwill; and

(xii) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

VSI TECHNOLOGIES, INC.,
A Maryland Corporation

By: *F. P. Lages, III* (SEAL)
Francis P. Lages, III,
President

Date: August 18, 1988

300. 531 PAGE 560

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Jan Greenspan, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JRST) 7551

JT/DOC
7551-V.FS

Page 4 of 4 Pages

TO: THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of VSI Technologies, Inc., a Maryland corporation ("Debtor") show the following values for property which secures a total debt of \$425,000.00 to Mercantile-Safe Deposit and Trust Company

\$ 1,200,000 (X) Value of inventory, contract rights and other exempt property

\$ 1,200,000 (Y) Total value of all property covered by financing statement

(X) ÷ (Y) = % (B) 83%

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's Office:

\$ 425,000.00 x 83% (B) % = 352,750 (C)

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$ 72,250.

(\$ 425,000.00 - \$ 352,750 (C))

VSI TECHNOLOGIES, INC.,
A Maryland Corporation

By: F. P. Lages, III (SEAL)
Francis P. Lages, III,
President

Date: August 18, 1988

531 562

274432

To Be Recorded In The Chattel Records of The Local Jurisdiction And Among The Financing Statement Records Of The State Department of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of \$ 2750.00 As Set Forth On Attached Recordation Tax Certificate Which Was Paid To The Circuit Court Of Anne Arundel County.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: INDUSTRIAL WATER BLASTING, INC.
809D Barkwood Court
P.O. Box 796
Linthicum Heights, Maryland 21043

2. SECURED PARTY: MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
2 Hopkins Plaza, 5th Floor
Baltimore, Maryland 21201

RECORD FEE 21.00
RECORD TAX 70.00
NOTARIAL FEE .50
H174940 0717 P03 713:33
09/07/88

Attention: Scott H. Krieger,
Vice President

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

(i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

(ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the

25
75 90

Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses,

permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;

- (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
 - (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
 - (xi) General Intangibles in the form of goodwill; and
 - (xii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

INDUSTRIAL WATER BLASTING, INC.,
A Maryland Corporation

By: Francis P. Lages, III (SEAL)
Francis P. Lages, III,
President

Date: August 17, 1988

800 531 PAGE 565

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Jan Greenspan, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JRST) 7551

JT/DOC
7551-2.FS

TO: THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of Industrial Water Blasting, Inc., a Maryland corporation ("Debtor") show the following values for property which secures a total debt of \$75,000.00 to Mercantile-Safe Deposit and Trust Company

\$ 329,000.00 Value of inventory, contract
(X) rights and other exempt property

\$ 368,000.00 Total value of all property
(Y) covered by financing statement

(X) ÷ (Y) = % (B) 87%

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's Office:

\$ 75,000.00 x 87% % = 65,250.00
(B) (C)

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$ 9,750.00.

(\$ 75,000.00 - \$ 65,250.00)
(C)

INDUSTRIAL WATER BLASTING, INC.,
A Maryland Corporation

By: Francis P. Lages, III (SEAL)
Francis P. Lages, III,
President

Date: August 18, 1988

To Be Recorded In The
Chattel Records of The Local
Jurisdiction And Among The
Financing Statement Records
Of The State Department of
Assessments And Taxation.

Not Subject To Recording
Tax. Indemnity Transaction.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: VSI TECHNOLOGIES, INC.
5663 Belle Grove Road
P.O. Box 2878
Brooklyn Park, Maryland 21225
2. SECURED PARTY: MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY
2 Hopkins Plaza, 5th Floor
Baltimore, Maryland 21201
Attention: Scott H. Krieger
Vice President

RECORD FEE 13.00
750 0777 R03 T13:33
09/07/99

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
 - a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
 - (i) All of the Debtor's Accounts, Inventory, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
 - (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the

Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
 - (iv) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
 - (v) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds; and
 - (vi) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

VSI TECHNOLOGIES, INC.,
A Maryland Corporation

By: *F. P. Lages, III* (SEAL)
Francis P. Lages, III,
President

Date: August 17, 1988

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Jan Greenspan, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JRST) 7551

JT/DOC
7551-V.2FS

To Be Recorded In The
 Chattel Records of The Local
 Jurisdiction And Among The
 Financing Statement Records
 Of The State Department of
 Assessments And Taxation.

Not Subject To Recording
 Tax. Indemnity Transaction.

FINANCING STATEMENT
 (Maryland - U.C.C.-1)

1. DEBTOR: INDUSTRIAL WATER BLASTING, INC.
 809D Barkwood Court
 P.O. Box 796
 Linthicum Heights, Maryland 21043
2. SECURED PARTY: MERCANTILE-SAFE DEPOSIT AND TRUST
 COMPANY
 2 Hopkins Plaza, 5th Floor
 Baltimore, Maryland 21201
 Attention: Scott H. Krieger,
 Vice President

RECORD FEE 13.00
 #174960 0717 P03 713:33

09/07/88

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
- a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
- (i) All of the Debtor's Accounts, Inventory, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the

Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
 - (iv) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
 - (v) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds; and
 - (vi) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

INDUSTRIAL WATER BLASTING, INC.,
A Maryland Corporation

By: Francis P. Lages, III (SEAL)
Francis P. Lages, III,
President

Date: August 18, 1988

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Jan Greenspan, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JRST) 7551

JT/DOC
7551-I.FS

STATE OF MARYLAND
BOOK 531 PAGE 573
FINANCING STATEMENT FORM UCC-1

274435

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Eugene D Bolyard & Barbara E Bolyard

Address 1658 Shannon-OCircle Severn, Md. 21144

2. SECURED PARTY

Name James L Craighead & Carolyn E Craighead

Address 1658 Shannon-O-Circle Severn, Md. 21144

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property; (list)

Used 1974 Dunhill Mobilehome 24X60 White
Serial # 2460FD31D200674

See Attached (Schedule A)

Anne Arundel County

Name and address of Assignee
First Manufactured Housing Credit Corp
PO Box 190
Glen Burnie, Md. 21061

*This Transaction is not subject to Recordation Tax.

RECORD FEE 14.00
#175640 0717 R03 114:37
09/07/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Eugene D Bolyard by FMHCC pro
(Signature of Debtor)

Eugene D Bolyard
Type or Print Above Name on Above Line

Barbara E Bolyard by FMHCC pro
(Signature of Debtor)

Barbara E Bolyard
Type or Print Above Signature on Above Line

Jean Puller
(Signature of Secured Party)

Jean Puller FMHCC
Type or Print Above Signature on Above Line

14

FIRST MANUFACTURED HOUSING CREDIT CORPORATION

POWER OF ATTORNEY FROM BUYER(S)

TO EXECUTE TITLE, TRANSFER OF EQUITY AND INSURANCE DOCUMENTS

KNOW ALL MEN THESE PRESENTS:

That I/we Eugene D. Bolyard & Barbara E. Bolyard
1568 Shannon-D-Circle, Severn, Md. 21144

of
City of Severn, County of Anne Arundel

State of Maryland do hereby make, constitute and appoint Maurice L. Strong, Jr. of FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, my true and lawful attorney-in-fact in my stead and behalf with the same force and effect as if same had been done by me, to apply to the Motor Vehicle Unit for a certificate of title (or a duplicate thereof) in my name; to execute an assignment of the certificate of title including the specific assignments referred to below; to apply for a new certificate of title in the name of any successor owner, including my attorney-in-fact, in the event of repossession of the subject mobile home/vehicle for whatever reason, to transfer the equity which I/we may own in same and to that end to execute any and all documents necessary to effect a full and complete transfer of the equity interest in same; in the event I/we fail to maintain physical damage insurance on the vehicle, to obtain, place or replace insurance for physical damage to the subject mobile home/vehicle, in which event I/we agree to the addition of the applicable premium for said insurance to the contract I/we have signed for the purchase of the subject mobile home/vehicle, at the contracted rate of interest stated therein; and in the event of repossession of the subject mobile vehicle for whatever reason, to cancel all insurance of whatever nature written at the time of my purchase of the subject mobile home/vehicle and financed on the contract of purchase; in and to the following mobile home/vehicle, to wit:

Dunhill TL 2460FD31D200674 24 x 60
(Make) (Model) (Serial) (Length)

This power is coupled with an interest and shall be irrevocable for as long as I/we remain indebted to FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, for any portion of the purchase price of said mobile home/vehicle pursuant to that contract pertaining to the said purchase price which I/we have executed this 18th day of February, 1986.

Eugene D. Bolyard (Buyer) Barbara E. Bolyard (Buyer)

Barbara E. Bolyard (Buyer)

Sworn to and subscribed before me this 18th day of February, 1986

Kathryn S. Peppers (Notary Public)
my commission expires July 1, 1986

(Unofficial Witness)

SCHEDULE A

This financing statement covers the following types (or items) of property:

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

FINANCING STATEMENT

BOOK 531 PAGE 578
FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 26, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas Jay Bruno & Doris Anna Lafoille

Address 7397 S. Camelot Court Hanover, Md. 21076

2. SECURED PARTY

Name Robert Carl Dudley & Maria Rosita Dudley

Address 7397 S. Camelot Court Hanover, Md. 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Used 1984 Schult Mobilehome 14X70 White & Grey
Serial #68145E196322

Name and address of Assignee
First Manufactured Housing Credit Corp
PO Box 190 Glen Burnie, Md. 21061

See Attached (Schedule A)

*This Transaction is not subject to Recordation Tax.
Anne Arundel County

RECORD FEE 14.00
#175650 0777 R03 714:42

09/07/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas Jay Bruno by F.M.H.C. POA
(Signature of Debtor)

Thomas Jay Bruno
Type or Print Above Name on Above Line

Doris Anna Lafoille by F.M.H.C. POA
(Signature of Debtor)

Doris Anna Lafoille
Type or Print Above Signature on Above Line

Elizabeth B. Hechler
(Signature of Secured Party)

Elizabeth B Hechler
Type or Print Above Signature on Above Line

43

SCHEDULE A

This financing statement covers the following types (or items) of property:

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

POWER OF ATTORNEY FROM BUYER(S)

TO EXECUTE TITLE, TRANSFER OF EQUITY AND INSURANCE DOCUMENTS

KNOW ALL MEN THESE PRESENTS:

That I/we THOMAS JAY BRUNO
DORIS ANNA LAFOILLE

of 7397 S. CAMBLOT COURT

City of HANOVER, County of ANNE ARUNDEL

State of MARYLAND

Jean Puller do hereby make, constitute and appoint of FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, my true and lawful attorney-in-fact in my stead and behalf with the same force and effect as if same had been done by me, to apply to the Motor Vehicle Unit for a certificate of title (or a duplicate thereof) in my name; to execute an assignment of the certificate of title including the specific assignments referred to below; to apply for a new certificate of title in the name of any successor owner, including my attorney-in-fact, in the event of repossession of the subject mobile home/vehicle for whatever reason, to transfer the equity which I/we may own in same and to that end to execute any and all documents necessary to effect a full and complete transfer of the equity interest in same; in the event I/we fail to maintain physical damage insurance on the vehicle, to obtain, place or replace insurance for physical damage to the subject mobile home/vehicle, in which event I/we agree to the addition of the applicable premium for said insurance to the contract I/we have signed for the purchase of the subject mobile home/vehicle, at the contracted rate of interest stated therein; and in the event of repossession of the subject mobile vehicle for whatever reason, to cancel all insurance of whatever nature written at the time of my purchase of the subject mobile home/vehicle and financed on the contract of purchase; in and to the following mobile home/vehicle, to wit:

1984 SCNUKT 14' x 70' 681451E 196322
(Make) (Model) (Serial) (Length)

This power is coupled with an interest and shall be irrevocable for as long as I/we remain indebted to FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, for any portion of the purchase price of said mobile home/vehicle pursuant to that contract pertaining to the said purchase price which I/we have executed this _____ day of AUGUST, 1986.

~~(Buyer)~~ (THOMAS JAY BRUNO)
~~(Buyer)~~ (DORIS ANNA LAFOILLE)

Sworn to and subscribed before me this 13TH day of AUGUST, 1986

Cynthia Frederick
(Notary Public)

~~(Unofficial Witness)~~

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated August 26, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kenneth Patrick Pursley & Jean Marie Pursley

Address Lot 1 Crestwood MHP 7733 Telegraph Rd. Severn, Md. 21144

2. SECURED PARTY

Name Hilda Mae Lucke

Address Lot 1 Crestwood MHP 7733 Telegraph Rd. Severn, Md. 21144

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Anne Arundel County

Used 1981 Shult Mobilehome 14X60 Brown & Tan
Serial # E178036

See Attached (Schedule A)

*This Transaction is not subject to Recordation Tax.

Name and address of Assignee
First Manufactured Housing Credit Corp
PO Box 190 Glen Burnie, Md. 21061

RECORD FEE 14.00
#175660 0717 R03 714:43
09/07/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kenneth Patrick Pursley by FMHCC pro
(Signature of Debtor)

Kenneth Patrick Pursley
Type or Print Above Name on Above Line

Jean Marie Pursley by FMHCC pro
(Signature of Debtor)

Jean Marie Pursley
Type or Print Above Signature on Above Line

Elizabeth B. Hechler
(Signature of Secured Party)

Elizabeth B Hechler FMHCC
Type or Print Above Signature on Above Line

14.00

531 580
FIRST MANUFACTURED HOUSING CREDIT CORPORATION

POWER OF ATTORNEY FROM BUYER(S)

TO EXECUTE TITLE, TRANSFER OF EQUITY AND INSURANCE DOCUMENTS

16-5180

KNOW ALL MEN THESE PRESENTS:

That I/we KENNETH PATRICK PURSLEY
JEAN MARIE PURSLEY

of 1182 GREEN HOLLY RD.

City of ANNAPOLIS, County of ANNE ARUNDEL

State of MARYLAND do hereby make, constitute and appoint
Jean R Puller of FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, my true and lawful attorney-in-fact in my stead and behalf with the same force and effect as if same had been done by me, to apply to the Motor Vehicle Unit for a certificate of title (or a duplicate thereof) in my name; to execute an assignment of the certificate of title including the specific assignments referred to below; to apply for a new certificate of title in the name of any successor owner, including my attorney-in-fact, in the event of repossession of the subject mobile home/vehicle for whatever reason, to transfer the equity which I/we may own in same and to that end to execute any and all documents necessary to effect a full and complete transfer of the equity interest in same; in the event I/we fail to maintain physical damage insurance on the vehicle, to obtain, place or replace insurance for physical damage to the subject mobile home/vehicle, in which event I/we agree to the addition of the applicable premium for said insurance to the contract I/we have signed for the purchase of the subject mobile home/vehicle, at the contracted rate of interest stated therein; and in the event of repossession of the subject mobile vehicle for whatever reason, to cancel all insurance of whatever nature written at the time of my purchase of the subject mobile home/vehicle and financed on the contract of purchase; in and to the following mobile home/vehicle, to wit:

1981 SHULT E 178036 14' x 60'
(Make) (Model) (Serial) (Length)

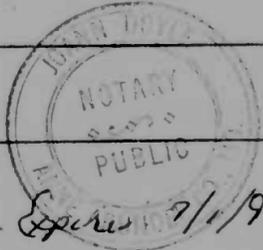
This power is coupled with an interest and shall be irrevocable for as long as I/we remain indebted to FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, for any portion of the purchase price of said mobile home/vehicle pursuant to that contract pertaining to the said purchase price which I/we have executed this 4th day of AUGUST, 19 86.

~~_____~~ (Buyer) Kenneth Patrick Pursley (Buyer)
~~_____~~ (Buyer) Jean Marie Pursley (Buyer)

Sworn to and subscribed before me this 4th day of AUGUST, 19 86

[Signature] (Notary Public)

~~_____~~ (Unofficial Witness)



SCHEDULE A

This financing statement covers the following types (or items) of property:

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File Number 268532 recorded in Liber 514, Folio 368 on July 10, 1987 (date).

33/49 INITIAL

1. DEBTOR(S):

Name(s): The Melart Jewelers, Inc.

Address(es): 8700 Georgia Ave., Silver Spring, MD 20910

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 6100 Executive Blvd., Suite 300

Rockville, MD 20856

Person and Address to whom Statement is to be returned if different from above.

c/o 100 S. Charles Street

Baltimore, MD 21201

Attn: Commercial Note Department

RECORD FEE 10.00
RECORD TAX 63.00
POSTAGE .50
#115820 CVT7 R03 114158
09/07/88

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. [] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. [] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. [X] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. [] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The original Financing Statement referenced above is amended to increase the recordation tax paid to the County in which is was filed based upon additional debt of \$1,000,000 and in accordance with the attached allocation.

9. DEBTOR:

The Melart Jewelers, Inc.

By: [Signature]

Albert A. Foer, Chairman

SECURED PARTY:

EQUITABLE BANK, National Association

By: [Signature]

Assistant Vice President
Brian K. Tracey

(Type Name and Title)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

15
63-50

CERTIFICATION OF ALLOCATION OF
MARYLAND RECORDATION TAX

Date: June 30, 1988

To: ANNE ARUNDEL COUNTY

REFERENCE: \$1,000,000.00 Additional Credit from Equitable Bank, N.A. to
 The Melart Jewelers, Inc.

With respect to the above-referenced loan and to the personal property (the "Collateral") securing said loan, the Borrower hereby certifies to the best of the Borrower's knowledge, information and belief that the value of each portion of the Collateral and the amounts of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of Exempt Collateral located in County \$ 344,000
2. Value of Non-Exempt Collateral located in County \$ 101,000
3. Total Value of Collateral located in County \$ 445,000
4. Total Value of Collateral \$10,650,000
5. Computation of Amount of Debt Exempt from Recordation Tax:

$\frac{\text{Non-Exempt Collateral in County}}{\text{Total Collateral in County}}$	X	$\frac{\text{Total Collateral in County}}{\text{Total Collateral}}$	X	\$1,000,000.00
--	---	---	---	----------------

\$9,000 = amount of Non-Exempt Debt;

6. Recordation Tax Due on Non-Exempt Debt

$\frac{\$7.00}{1000}$	X	\$9,000	=	\$63.00
-----------------------	---	---------	---	---------

THE MELART JEWELERS, INC.

BY: Albert A. Foer (SEAL)
 Albert A. Foer, Chairman

BY: _____ (SEAL)

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL
 BALTIMORE, MARYLAND 21201

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name

Address

2. SECURED PARTY

Name

Address

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE 50
15.01
09/27/85

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas A. Wentz
(Signature of Debtor)

Type or Print Above Name on Above Line

Thomas A. Wentz
(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

Type or Print Above Signature on Above Line

12 1030

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14350

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1874.07

If this statement is to be recorded in land records check here. []

This financing statement Dated 8-10-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jason D. & Sarah L. Smith JASON D. SMITH & SARAH L. SMITH

Address 8065 T-4 LONGBEACH TR. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

STEREO SYSTEM

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 15.00
POSTAGE 50
1759.00 15.02
08/10/88

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

Signature of Debtor (Jason D. Smith)

JASON D. SMITH
Type or Print Above Name on Above Line

Signature of Debtor (Sarah L. Smith)

SARAH L. SMITH
Type or Print Above Signature on Above Line

Signature of Secured Party (Gina Jordan)

GINA JORDAN G.S.P.
Type or Print Above Signature on Above Line

Handwritten marks: 18, 14, 0

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 12-15-78 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES H. MOYER
 Address 1415 BROADWAY ST. WEST BETHESDA, MD. 20814

2. SECURED PARTY

Name GINA JORDAN
 Address P.O. BOX 100
 GLEN HELEN, MD. 21034

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

STEREO EQP
 TV
 VCR (2)

Name and address of Assignee

RECORD FEE 11.00
 RECORD TAX 10.50
 POSTAGE 50

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

James H. Moyer
 (Signature of Debtor)

JAMES H. MOYER
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
 (Signature of Secured Party)

GINA JORDAN C.D.E.

Type or Print Above Signature on Above Line

11/050.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 11/15/80 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LOTTE THOMPSON
Address 1200 WASHINGTON ST BALTIMORE, MD 21201

2. SECURED PARTY

Name WELLS FARGO BANK SERVICE
Address 1200 WASHINGTON ST BALTIMORE, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee	RECORD FEE	11.00
	RECORD TAX	10.50
	REGISTRATION	50
	STATE FEE	

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Lottie M. Thompson
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/15/80, 50

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1500.00

If this statement is to be recorded in land records check here.

This financing statement Dated 11/13/2008 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

#141320

Name: RICHIE AND SHERRI JONES
Address: 1041 N. LITTLE RD. LYNDEN, MD 21095

2. SECURED PARTY

Name: BANK OF AMERICA
Address: 100 N. WASHINGTON ST. BALTIMORE, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER PERSONAL PROPERTY

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE 50

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

RICHIE AND SHERRI JONES
Type or Print Above Name on Above Line
Sherr Jones
(Signature of Debtor)

SHERRI JONES
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MONICA D CARTER
Type or Print Above Signature on Above Line

#1480

274413 STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1 531 PAGE 589

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 8/14/98 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. #14325

1. DEBTOR

Name WENDY L. S. PERDUE, INCORPORATED

Address 775 EMMERSON RD. GAITHERSBURG, MD. 20878

2. SECURED PARTY

Name ANCO FINANCIAL SERVICES

Address 511 N. BAY ST. BALTIMORE, MD. 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee: WISCONSIN

RECORD FEE 12.00
 RECORD FEE 10.50
 50
 9/7/98

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Monica A. Stinchcomb
 (Signature of Debtor)

Gregory T. Stinchcomb
 (Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
 (Signature of Secured Party)

Type or Print Above Signature on Above Line

12 1052 50

531 PAGE 500

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

271111

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2500.00

If this statement is to be recorded in land records check here.

This financing statement Dated 8-29-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. File 14368

1. DEBTOR

Name HOPE M. WILSON

Address 12625 ANNEBURY DR #24 LAUREL, MD, 20702

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 007

GLEND HURTE, MD, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
RECORD TAX 28.00
POSTAGE .50

Name and address of Assignee

9/17/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
 (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Hope Wilson (Signature of Debtor)

HOPE WILSON Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan (Signature of Secured Party)

GINA JORDAN, C.S.P. Type or Print Above Signature on Above Line

11-28-88

Inner Harbor Store file
6-30-88

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St. N.W., Washington, D.C. 20006

BOOK 531 PAGE 591

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 4/27/88
Maturity date (if any)

Record Reference Book 526 Page 145
File 272551

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
The Beanery, Inc.	#201A	Marley Station,	7900 Ritchie Highway,	Glen Burnie, Md. 21061

Name of Secured Party or assignee	No.	Street	City	State
United Bank & Trust Co. of Md.	9420	Penna. Ave.,	Upper Marlboro,	Md. 20772

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

Increase financing statement amount by \$5,000. 00 to total \$20,000.

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE .50
#176070 DT77 R03 115:23
09/07/88

Debtor(s) or assignor(s)
The Beanery, Inc.
Daniel M. Collins
Daniel M. Collins, President
Maryann T. Collins
Maryann T. Collins, V.P./Sec.

(Type or print name under signature)

United Bank & Trust Company of Maryland
(Signature)

Signature of Secured Party or Assignee
Richard P. Thompson
Richard P. Thompson, Branch Officer

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1K
35.50

STATE OF MARYLAND

300 531 PAGE 592

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244842

RECORDED IN LIBER 455 FOLIO 384 ON 11/4/82 (DATE)

1. DEBTOR

Name Universal TV Rental, Inc.
Address 7770 Beechmont Avenue, Cincinnati, OH 45230

2. SECURED PARTY

Name Walter E. Heller & Company
Address 105 West Adams Street, Chicago, IL 60603

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

RECORDED FOR POSTAGE
#176120 CITT RDS T15:27
09/07/88
10:00
.50

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Anne Arundel Cty., Maryland</p>	

RETURN ASSIGNMENTS TO
NATIONAL INFORMATION
62 JAMES ST.
ALBANY, N.Y. 12202

02F1394-7823
(14)

Dated _____

W. E. Heller
(Signature of Secured Party)
Walter E. Heller & Company
Type or Print Above Name on Above Line

531 PAGE 593

274445

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. **3** Maturity date (#8 above):
For Filing Officer (Date, Time, Number, and Filing Office)

1 Debtor(s) (Last Name First) and address(es)
Consignee -
Hutzler Brothers Company
One East Joppa Road
Delaney Valley & Joppa Roads
Towson, MD 21204

2 Secured Party(ies) and address(es)
Consignor -
Park Financial Corporatoin
1798 Frebis Avenue
Columbus, OH 43207

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

See Exhibit A attached hereto, which describes the consigned merchandise and the location of the consigned goods.

RECORD FEE 11.00
POSTAGE .50
4359170 0345 R01 T08145

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented: 09/08/98
 This financing statement is to be filed in the real estate records

Filed with: Anne Arundel County

This instrument prepared by

Hutzler Brothers Company
By: *[Signature]*
Signature(s) of Debtor(s)

Park Financial Corporation
By: *[Signature]*
Signature(s) of Secured Party(ies)

Filing Officer Copy - Alphabetical This form of financing statement is approved by the Secretary of State.
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

National Graphics Corp., Cols., O. Form No. L8-14

book 531 Page 593-A

EXHIBIT A

This financing statement is being filed to provide notice that Consignor is providing merchandise to Consignee on a consignment basis, which merchandise is identified by the following designations affixed to each item of Consigned Inventory; Tags indicating vendor number 777 and/or one of the following department numbers: 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, and/or 860. The consigned merchandise will be sold at the following stores of Hutzler Brothers Company: Hutzler Brothers Company, Harundale Mall, 100 Harundale Mall, Glen Burnie, Maryland 21061 and Hutzler Brothers Company Palace Store, 200 N. Howard Street, Baltimore, Maryland 21201 pursuant to a Consignment Agreement executed on or about September 1, 1988. Ownership of and title to the merchandise consigned and the proceeds therefrom belongs to and shall remain at all times in Consignor, Park Financial Corporation.

CONSIGNEE:

Hutzler Brothers Company

By: _____

Angela R. Arens

531 594

271116

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (#8 above):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Consignee -
Hutzler Brothers Company
100 Harundale Mall
Glen Burnie, MD. 21061

Consignor -
Park Financial Corporation
1798 Frebis Avenue
Columbus, OH 43207

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

See Exhibit A, attached for collateral.

See Exhibit B, attached for additional addresses of Debtor.

RECORD FEE 13.00

POSTAGE .50

#359160 0345 001 708145

09/08/89

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented: 2
 This financing statement is to be filed in the real estate records

Filed with: Anne Arundel County

This instrument prepared by

Hutzler Brothers Company.....

Park Financial Corporation.....

By: *Angela R. Arundel*
Signature(s) of Debtor(s)

By: *Anthony V. Stuch*
Signature(s) of Secured Party(ies)

Filing Officer Copy - Alphabetical This form of financing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

National Graphics Corp., Cols., O. Form No. L8-14

EXHIBIT A

All of the assets of Hutzler Brothers Company including, but not limited to the following:

(a) Inventory: All of Debtor's inventory, including, but not limited to, parts, supplies, raw materials, work in process, finished goods, materials used or consumed in Debtor's business, repossessed and returned goods, (all of the foregoing items and types of property hereinafter the "Collateral"); whether Debtor's interest in the Collateral as owner, co-owner, lessee, consignee, secured party or otherwise be now owned or existing, or hereafter arising or acquired, and wherever located, together with all substitutions, replacements, additions and accessions therefor or thereto, all documents including, but not limited to, negotiable documents, documents of title, warehouse receipts, storage receipts, dock receipts, dock warrants, express bills, freight bills, airbills, bills of lading and other documents relating thereto, all products thereof including, but not limited to, notes, drafts, checks, instruments, insurance proceeds, indemnity proceeds, warranty and guaranty proceeds and proceeds arising in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority).

(b) Accounts: All monies, accounts receivable and other rights to the payment of monies which are due or which may become due to Debtor. "Accounts" shall include, but not be limited to, all accounts, accounts receivable, contracts, contract rights, notes, bills, drafts, acceptances, general intangibles, choses in action, instruments, documents, chattel papers, debts, obligations and liabilities and whatever form owing to Debtor (whether now existing or hereafter arising, now or hereafter received), for goods sold by Debtor, for services rendered to it or however otherwise established or created, all guarantees and securities therefor, all rights, titles and interests of Debtors in the merchandise or services which gave rise thereto (including the rights of reclamation, stoppage in transit and all rights of an unpaid seller or merchandise or services), and all returned, rejected, re-routed or repossessed goods, the sale of which give rise to any account.

EXHIBIT B

Additional Addresses of Debtor

Hutzler Brothers Company
200 N. Howard Street
Baltimore, Maryland 21201

Hutzler Brothers Company
One East Joppa Road
Towson, Maryland 21204

Hutzler Brothers Company
Eastpoint Mall
7835 Eastern Avenue
Baltimore, Maryland 21224

Hutzler Brothers Company
White Marsh Mall
8200 Perry Hall Boulevard
Baltimore, Maryland 21236

Hutzler Brothers Company
Harundale Mall
100 Harundale Mall
Glen Burnie, Maryland 21061

Hutzler Brothers Company
Security Square Mall
6901 Security
Baltimore, Maryland 21207

(0045/42/2/bb)

531 537

274119

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) American Finance Group Exchange Place Boston, MA 02109	2 Secured Party(ies) and address(es) Signet Bank of Maryland 3 Bethesda Metro Center Suite 640 Bethesda, MD 20814	3 For Filing Office (Date, Time, Room, and Filing Office) #202540 0055 804 T10:27 09/08/88

7. This financing statement covers the following types (or items) of property:

All the Debtor's right, title, and interest in and to the Lease Schedule 882040-000, between Oxford Capital, Incorporated, as Lessor, and Crown Central Petroleum Corporation, as Lessee, all monies due and to become due thereunder and all Equipment leased pursuant thereto, consisting of Point of Sale Terminals, including all additions, replacements, accessories, substitutions, and improvements thereto and all proceeds of each of the foregoing.

Equipment Location: 1 North Charles St, Baltimore, MD, 6000 Pennington Ave, Baltimore, MD

Filed With: Clerk of Circuit Court, Anne Arundel County, Annapolis, MD Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9) 11.00	AMERICAN FINANCE GROUP..... <i>C. Waters</i> Signature(s) of Debtor (Or Assignor)	SIGNET BANK OF MARYLAND..... <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)
---	---	---

531 PCE 598 STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 260507

RECORDED IN LIBER 495 FOLIO 45 ON 2/21/86 (DATE)

1. DEBTOR

Name G & C Welding Service, Inc.

Address 643 Putuxent Road, Odenton, MD. 21113

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc. F/K/A Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 2.00
POSTAGE .50
RECORDED & INDEXED 11:41
7/21/88

First Interstate Credit Alliance, Inc. F/K/A
Credit Alliance Corporation

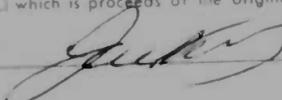
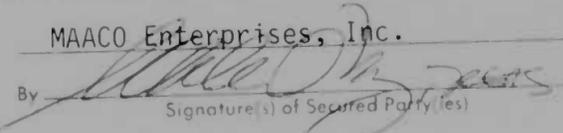
Dated September 1, 1988

(Signature of Secured Party)

Type or Print Above Name on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

10 00
150

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First and Address(es)) Witty, Jack 1980 Moreland Parkway Annapolis, MD 21401		2. Secured Party(ies) Name(s) and Address(es) MAACO Enterprises, Inc. 381 Brooks Road King of Prussia, PA 19406		3. Maturity Date (optional) 4. For Filing Officer, Date, Time, No. Filing Office RECORD FEE 11.00 RECORD TAX 437.50 #302570 0055 R04 T10:43 09/08/88	
5. This Financing Statement covers the following types (or items) of property: All furniture, fixtures, equipment and inventory and all replacements thereof and substitutions and additions thereto together with all proceeds therefrom and receivables of any nature whatsoever owned by debtor. <input checked="" type="checkbox"/> Proceeds — <input type="checkbox"/> Products of the Collateral are also covered				6. Assignee(s) of Secured Party and Address(es)	
8. Describe Real Estate Here: AMOUNT OF INDEBTEDNESS = \$62,467.94				9. Name(s) of Record Owner(s)	
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected					
By <u>Jack Witty</u>  Signature(s) of Debtor(s)			By <u>MAACO Enterprises, Inc.</u>  Signature(s) of Secured Party(ies)		

(1) FILING OFFICER COPY - NUMERICAL
FORM DSCB-UCC-1 (Rev. 8-72)—Approved by Department of State of the Commonwealth of Pa.

1200
50

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es) Mercer Enterprises, Inc. T/A Basic Star Company P.O. Box 19677 4350 Sixth Street Baltimore, MD 21225</p>	<p>2 SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Gloria Bolton</u></p>
<p>Return to Secured Party</p>	

3. This Financing Statement covers the following types (or items) of property:
 All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E Other.

RECORD FEE 12.00
 POSTAGE .75
 000000 0055 R04 T11 43
 09/09/88

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)
 Principal amount of debt initially incurred is \$ 150,000

DEBTOR:
 Mercer Enterprises, Inc. T/A
 Basic Star Company
(Type Name)
 By: [Signature]
 James P. Mercer, Jr. Secty-Treas.

SECURED PARTY:
 SIGNET BANK/MARYLAND
 By: [Signature]
 Ross L. Brown, A.V.P.
(Type Name)
 8-9 1988
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
 Md., Va., D.C., Pa.

1200
 50

**END
LIBER**